



Crown Commercial Service

G-Cloud 12 Call-Off Contract

This Call-Off Contract for the G-Cloud 12 Framework Agreement (RM1557.12) includes:

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Part A: Order Form

Buyers must use this template order form as the basis for all call-off contracts and must refrain from accepting a supplier's prepopulated version unless it has been carefully checked against template drafting.

Digital Marketplace service ID number	Cloud Infrastructure Management, Service ID: 8113 4738 7035 522
Call-Off Contract reference	██████████
Call-Off Contract title	IT Support Services
Call-Off Contract description	NICE wishes to appoint an IT Infrastructure Partner with the relevant experience and knowledge to provide support for its critical IT services, and to provide advice and support regarding cyber security.
Start date	09/08/2021
Expiry date	08/08/2022
Call-Off Contract value	£118,600.00
Charging method	By invoice
Purchase order number	Contract number (Call-Off Contract Reference) to be quoted on invoices.

This Order Form is issued under the G-Cloud 12 Framework Agreement (RM1557.12).

Buyers can use this Order Form to specify their G-Cloud service requirements when placing an Order.

The Order Form cannot be used to alter existing terms or add any extra terms that materially change the Deliverables offered by the Supplier and defined in the Application.

There are terms in the Call-Off Contract that may be defined in the Order Form. These are identified in the contract with square brackets.

From the Buyer	National Institute for Health and Care Excellence +44 (0)845 003 7780 Level 1A City Tower, Piccadilly Plaza, Manchester M1 4BT
To the Supplier	Little Fish (UK) Limited t/a Littlefish Tel: 0344 848 4440 Price House 37 Stoney Street Nottingham NG1 1LS Company number: 04700876
Together the 'Parties'	

Principal contact details

For the Buyer:

Title: Associate Director, Infrastructure & Operations

Name: Malik Pervez

Email: malik.pervez@nice.org.uk

Phone: +44 (0)845 003 7780

For the Supplier:

Title: Head of Public Sector

Name: Dave Aspindle

Email: dave.aspindle@littlefish.co.uk

Phone: 07773 599469

Call-Off Contract term

Start date	This Call-Off Contract Starts on 09/08/21 and is valid for 12 months .
Ending (termination)	<p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for undisputed sums (as per clause 18.6).</p> <p>The notice period for the Buyer is a maximum of 30 days from the date of written notice for Ending without cause (as per clause 18.1).</p>
Extension period	<p>This Call-off Contract can be extended by the Buyer for 3 period(s) of 12 months each, by giving the Supplier 3 months written notice before its expiry. The extension periods are subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Extensions which extend the Term beyond 24 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p> <p>The extension period after 24 months should not exceed the maximum permitted under the Framework Agreement which is 2 periods of up to 12 months each.</p> <p>If a buyer is a central government department and the contract Term is intended to exceed 24 months, then under the Spend Controls process, prior approval must be obtained from the Government Digital Service (GDS). Further guidance:</p> <p>https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service</p>

Buyer contractual details

This Order is for the G-Cloud Services outlined below. It is acknowledged by the Parties that the volume of the G-Cloud Services used by the Buyer may vary during this Call-Off Contract.

G-Cloud lot	<p>This Call-Off Contract is for the provision of Services under:</p> <ul style="list-style-type: none">• Lot 3: Cloud support
G-Cloud services required	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below:</p> <ul style="list-style-type: none">• Ongoing Support for critical IT services• Infrastructure and BCDR Assessment (Quality Assurance)• Cyber Assessment (Security Services)
Additional Services	Not applicable
Location	<p>The Services will be delivered remotely to 2nd Floor, 2 Redman Place, London E20 1JQ and Level 1A, City Tower, Piccadilly Plaza, Manchester, M1 4BT.</p>
Quality standards	Not Applicable
Technical standards:	Not Applicable
Service level agreement:	<p>The service level and availability criteria required for this Call-Off Contract are as described in the Services outlined below.</p>
Onboarding	<p>The onboarding plan for this Call-Off Contract is detailed in the Service outlined below.</p>
Offboarding	<p>The offboarding plan for this Call-Off Contract is detailed in the Service outlined below</p>
Collaboration agreement	Not relevant

Limit on Parties' liability	<p>The annual total liability of either Party for all Property Defaults will not exceed £100,000</p> <p>The annual total liability for Buyer Data Defaults will not exceed £100,000 or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p> <p>The annual total liability for all other Defaults will not exceed the greater of £100,00 or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p>
Insurance	<p>The insurance(s) required will be:</p> <ul style="list-style-type: none"> • a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract • professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law) • employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law
Force majeure	<p>A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 30 consecutive days.</p>
Audit	<p>The following Framework Agreement audit provisions will be incorporated under clause 2.1 of this Call-Off Contract to enable the Buyer to carry out audits.</p> <p>Littlefish will make any necessary and appropriate provision to support the audit activity.</p>
Buyer's responsibilities	<p>The Buyer is responsible for.</p> <ul style="list-style-type: none"> • provision and supply of the infrastructure environment that will support the requirements of the Buyer's business users and IT administrative users. • Access to Buyer's premises for the provision of on-site support

	<ul style="list-style-type: none"> Provision of single point of contact during Service Onboarding to support the transition of information, data and implementation activities to enable the Operational Service to meet Service Acceptance Criteria and pass to Service Commencement Provision of Service Manager for Operational Service for Littlefish Service Delivery Manager and Service Account Manager to provide relevant service information and make decisions on behalf of the Buyer in relation to service operations.
Buyer's equipment	The Buyer's equipment to be used with this Call-Off Contract includes IT Infrastructure Environment that supports the IT functional requirements of the Buyer, as described in the "NICE IT Infrastructure Overview", and as amended from time to time through normal operation.

Supplier's information

Subcontractors or partners	Not Applicable
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Call-Off Contract charges and payment

The Call-Off Contract charges and payment details are in the table below. See Schedule 2 for a full breakdown.

Payment method	The payment method for this Call-Off Contract is via BACS .
Payment profile	The payment profile for this Call-Off Contract is monthly in arrears .
Invoice details	The Supplier will issue electronic invoices monthly in arrears . The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice.

<p>Who and where to send invoices to</p>	<p>Electronic copies:</p> <p>To submit and monitor invoice progress, the supplier must register an account with NHS Shared Business Services using the link:</p> <p>[REDACTED]</p> <p>Or</p> <p>Paper copies:</p> <p>NICE</p> <p>[REDACTED]</p> <p>Phoenix House Topcliffe Lane Wakefield WF3 1WE United Kingdom</p> <p>All invoices to quote the NICE Call-Off reference</p>
<p>Invoice information required</p>	<p>All invoices must include:</p> <ul style="list-style-type: none"> • An invoice number; • The contract number • The billing address: NICE, [REDACTED], Phoenix House, Topcliffe Lane, Wakefield, WF3 1WE, United Kingdom; • A claim for Value Added Tax (VAT) (if applicable) at the prevailing rate as applicable, the invoice must give the requisite details of the taxable supply. • The Supplier Contract Manager name and telephone number <p>Invoices sent to NICE shall be accurate and correct in all respects. NICE reserves the right to return incorrect or inaccurate invoices to the supplier for rectification and reissuance.</p> <p>Expenses must be incurred within the appropriate levels agreed in advance with the NICE contract manager and within the limits of the NICE Travel Policy which shall be issued to the supplier by NICE if appropriate.</p>
<p>Invoice frequency</p>	<p>Invoice will be sent to the Buyer monthly in arrears.</p>

Call-Off Contract value	The total value of this Call-Off Contract is £118,600 (excluding VAT) .
Call-Off Contract charges	The breakdown of the Charges is described in Schedule 2 – Call-Off Contract Charges below .

Additional Buyer terms

Performance of the Service and Deliverables	As outlined in Appendix 1 - NICE IT Infrastructure Overview 2021
Guarantee	Not Relevant
Warranties, representations	As per Clause 2.1, all Warranties and Representations as outlined in the Framework Agreement Clause 4.1 shall apply.
Supplemental requirements in addition to the Call-Off terms	Not Relevant
Alternative clauses	Not Relevant
Buyer specific amendments to/refinements of the Call-Off Contract terms	As outlined in the terms of this Call-Off Contract.
Public Services Network (PSN)	Not Relevant
Personal Data and Data Subjects	Annex 1 of Schedule 7 is applicable.

1.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	04 Aug 2021	04 Aug 2021
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	04 Aug 2021	04 Aug 2021

Schedule 1: Services

NICE described the Service requirements in the document NICE IT Infrastructure Overview 2021, as outlined in Appendix 1.

Littlefish described its Services in the response document, LF NICE Proposal 2021, as embedded below as outlined in Appendix 2.

The Services are further described and based on the following service components:

- IT Infrastructure Reactive Support, delivered as a response to a request for support for each of the service environments. This will be an ongoing service for a period of 12 months following an initial service onboarding.
- Infrastructure Assessment, to identify the architecture of the environment, identify any gaps in documentation and knowledge and recommend any improvements that can be made to enhance resilience, availability, and performance. This will deliver an assessment report.
- Business Continuity and Disaster Recovery Assessment, to review the current documented procedures and match against the Infrastructure Assessment and suggest any improvements in the operating procedures to ensure future execution. This will deliver an assessment report.
- Cyber Security Assessment, to identify the current maturity of the cyber security management plans and security incident procedures. This will deliver an assessment report.

Together these components will provide the enhancement to the IT service that will enable NICE to continue to deliver successfully for their users. Littlefish is an expert in user focused IT service delivery and will work collaboratively and effectively with the NICE IT service delivery teams to enhance their performance.

1. IT Infrastructure Management

1.1 Service Desk

Littlefish will provide a Service Desk during the agreed Service Hours (defined as 24x7) to field and facilitate Support Requests for NICE.

The Service Desk will classify Support Requests as either:

- Incidents – An unplanned interruption to an IT Service or a reduction in the quality of an IT Service; or
- Service Requests – A request for information or advice, in support of the IT Infrastructure.

The Service Desk will follow a standard ITIL aligned management process for the handling of Incidents and Service Requests (collectively “Support Requests”).

1.1 Support Request Registration

Littlefish will provide NICE with the following channels to register Support Requests with the Service Desk. Via each available channel users should be prepared to provide relevant details in relation to their Support Request. All new Support Requests will be recorded in the IT Service Management system and the user will receive an automated email providing a unique reference number and a brief description of the Support Request. Registered Support Requests should be related to the IT Infrastructure as defined in the NICE IT Infrastructure Overview 2021 above, and further detailed through Service Onboarding.

All new Support Requests will be assigned a Priority based upon the classification below:

Priority	Description
1	Multiple users affected and multiple systems affected or the service impacted is unavailable and critical to business operations.
2	Multiple users affected and single system affected.
3	Single user is affected. Standard Service Requests. Standard Change Requests.
4	Not specified

Where NICE nominated IT representative contacts the Service Desk to enquire on the progress of an existing Support Request the representative will be asked to provide the unique reference number. The Service Desk will then either update the user with the latest status of the Support Request, or record any additional information provided by the user, or update the Support Request with any reasonable request from the user (e.g. a request for escalation).

- Telephone: Littlefish will provide the NICE with a dedicated telephone number for the registration of Support Requests during agreed Service Hours. The Littlefish Service Support team will not pass the call through the correct level of engineer without delay or triage. In the event of a widespread service outage or major Incident a pre-recorded message may be left on the phone advising users that the Service Desk is aware of the Incident and provide any relevant update before transferring the user to the Service Desk. If the user is contacting the Service Desk on an alternate matter their request will be dealt with in the usual manner.
- Email: Littlefish will provide NICE with a dedicated email address for the registration of Support Requests during agreed Service Hours. Contact initiated through this channel will automatically register a new Support Request or update an existing Support Request.

1.2 Support Request Management

Littlefish will manage Incidents and Service Requests in line with the following ITIL aligned processes.

1.2.1 Incident Management

The Service Desk will manage Incidents on a remote basis and will broadly follow the path outlined below with a view to resolving the Incident within the agreed Incident Resolution timeframe for the assigned Incident Priority:

- Record/Classify Incident
- Investigate/Diagnose Incident

- Update user on status of Incident
- Resolve/Close Incident

Where the Incident resolution does not fall within scope of the services provided by Littlefish, the Service Desk will pass the ticket back to NICE.

As the Service Desk progresses an Incident the Service Desk will change the status of the Incident within the IT Service Management system to reflect the current status of the Incident. The status of the Incident will control whether the 'clock' for the resolution SLA of the Incident is running or not, based on the following:

Status	Description	Clock
Logged	The Incident has been logged but is presently unassigned to an engineer.	Running
Active	The incident is being actively progressed by the Service Desk.	Running
Waiting for Customer	The Service Desk is currently awaiting input from the customer (e.g. for more information to be provided where this is necessary to progress the Incident).	Stopped
Waiting for 3 rd Party	The Service Desk is currently awaiting input from a 3 rd Party (e.g. confirmation that the Incident is being progressed, where the 3 rd party is responsible for progression).	Stopped
Waiting for Resolution	The Service Desk is currently awaiting the resolution activity (e.g. a related Request for Change to be implemented, or confirmation that the resolution has been successful).	Stopped
Resolved	The incident has been confirmed as resolved by the User and the 'clock' will be stopped and the time to resolve will be calculated.	Stopped

The Incident will remain in a resolved state for a further 3 days to allow the user or the Service Desk to reopen the Support Request in the event of a query or reoccurrence. After 3 days have elapsed the Incident will be automatically closed by the IT Service Management system.

1.2.2 Service Request Management

The Service Desk will manage Service Requests on a remote basis and will broadly follow the path outlined below with a view to resolving the Service Request within the agreed Service Request resolution timeframe:

- Record/Classify Service Request
- Where required raise any necessary Request For Change (RFC)
- Update user on status of Service Request
- Resolve/Close Service Request

As standard, Service Requests are registered as Priority 3 and are resolved to the agreed Priority 3 resolution timeframe. Where agreed, alternate resolution timeframes for specific Service Request types will be followed (e.g. Account Disable requests).

Where the Service Request resolution does not fall within scope of the services provided by Littlefish the Service Desk will register the Service Request and pass it back to NICE.

1.3 Support Request Escalation

Escalation of Support Requests may arise in the following circumstances:

- NICE IT Management initiated – Where nominated NICE management has been escalated to by the NICE IT Representative and wishes to draw additional attention to the Support Request through escalation or reclassifying the Support Request to a higher priority.
- Littlefish initiated – Where a Support Request resolution SLA is nearing breach or a breach has occurred or where the nature of the Support Request dictates an update to NICE (e.g. during a P1 Incident).

In all instances escalation within Littlefish will be to the Service Delivery Manager in the first instance. Escalation requirements beyond the Service Delivery Manager would be directed to the nominated Littlefish Service Account Manager responsible for managing the contractual relationship with NICE.

The following escalation periods will apply:

Priority	Target Response	Target Resolution	Escalation Threshold
1	15 minutes	4 hours	2 hours
2	30 minutes	4 hours	4 hours
3	2 hours	2 days	8 hours

1.4 Support Request Resolution and Closure

When the Service Desk believes it has successfully resolved a Support Request it will update the relevant Support Request within the IT Service Management system and contact the relevant NICE IT service representative to confirm their acceptance that the Support Request has been resolved.

Support Requests will not be resolved until confirmation from the originator of the Support Request has been received.

An email notification will be automatically generated and sent to the originator of the Support Request when it is resolved.

The Support Request will remain in a resolved state for a further 5 days to allow for the user or the Service Desk to reopen the Support Request in the event of a query or reoccurrence. After 3 days have elapsed the Support Request will be automatically closed by the IT Service Management

1.5 Infrastructure Support

Littlefish will provide infrastructure support services during the agreed Service Hours for all supported servers, and storage as outlined in NICE IT Infrastructure Overview 2021 above, and further detailed through Service Onboarding.

This support will provide analysis and guidance of the Incident and seek to enable the NICE IT technical specialists to take appropriate action and remediate the IT Infrastructure to resolve the Incident including utilising our appropriately skilled resources to assist NICE in resolution within the contracted Service Levels.

Infrastructure Monitoring and Management service are available as separate chargeable options on request, as described in the Digital Marketplace Services Description.

1.6 On-Demand Remote Support Engineer

Littlefish will offer separately chargeable On-Demand remote support to NICE, via the Service Request procedure, to undertake support activities and Service Request fulfilment specific technical activities to be agreed as part of the Service Request.

Requests for On-Demand Remote support engineers are to be registered via the Service Desk and are to be approved and authorised by an appropriate NICE staff member via email. On-Demand Remote support engineer activities will be invoiced upon completion of the task or at the month end following the task completion as deemed appropriate.

On-Demand resource will be available within a 2 days notice period (Monday to Friday). Resource will be provided in minimum units of 4 hours.

2 working days per month will be charged and invoiced, and this will form an available budget of usable time throughout the term, where not used each month, up to the maximum of 24 working days across the term. This effort may also be used for project work in line with the infrastructure and BCDR assessment detailed in 2.0 below.

1.7 On-Demand On-site Support Engineer

Littlefish will offer separately chargeable On-Demand On-site support to NICE to undertake support activities (where a remote resolution to an Incident is not possible) and Service Request fulfilment for installations, moves and changes which require on-site resource.

Requests for On-Demand On-site support engineers are to be registered via the Service Desk and are to be approved and authorised by an appropriate NICE staff member via email. On-Demand On-site support engineer visits will be invoiced upon completion of the visit or at the month end following the site visit as deemed appropriate.

On-Demand resource will be available within a 2 days notice period (Monday to Friday) for P1. On-Demand resource will be available within a 2 days notice period (Monday to Friday) for P2 and P3 Incidents. Resource will be provided in minimum units of 4 hours.

1.8 Service Onboarding

Littlefish will provide a tailored Service onboarding project plan. This plan covers the tasks, timeframes and resources that will be necessary for a successful transition process. Updates are provided frequently during the onboarding process.

The plan will cover activities to setup our ITSM platform for registering Support Requests as above, perform knowledge transfer and insert captured knowledge articles into the Service Knowledge Management System (SKMS), and install relevant tools into the NICE IT Infrastructure, subject to appropriate security approvals from the NICE IT security team. The onboarding will also agree and setup any joint service management responsibilities for the Services.

The service onboarding will test the Services, according to defined operational acceptance criteria and provide service acceptance at the Service Commencement Date.

2. Infrastructure and BCDR Assessment

Littlefish consultants and architects will work with NICE to produce full report on the current state of Infrastructure and BCDR within the organisation.

Although the following activities are not exhaustive, Littlefish will focus on the following areas:

- High Level diagrams – Including Functional, Non-Functional and Security requirements.
- A discussion around any issues currently observed by the internal team.
- Documentation of Infrastructure lifecycle, including creation of a calendar of key end of support dates for hardware and software versions.
- Review of configuration of service against recognised best practices.
- Documentation of opportunities for consolidation, and resolution of any issues discovered.
- Creation of high-level diagrams to detail each service / technology.
- Creation of a non-technical highlights document based on the findings of assessment.
- Creation of a detailed technical assessment report of the assessed infrastructure.
- 0.5 of a Day to assist NICE with their first BCDR Test.
- 1.0 Day to assist NICE with advice and guidance to remediate the environment to meet the BCDR requirements. Any additional work above this limit may be called off from the budgeted support services in 1.6 above.
- No remediation work, as a result of said GAP analysis, has been allowed for in this contract.

The result will be single report detailing the information discovered and highlighting any gaps or inconsistencies in the documentation and furthermore the overall infrastructure architecture that will enable NICE and Littlefish support teams to provide the support services required to maintain reliability and availability of the infrastructure environment.

The Deliverable report will be described in the Scope of Work to be provided within 5 working days of the initial engagement workshop and start-up meeting with NICE. The Scope of Work shall be reviewed and agreed by NICE with 5 working days of submission, such agreement not to be unreasonably withheld.

NICE shall:

- co-operate with Littlefish in all matters relating to the Services and production of the Deliverable;
- provide, for Littlefish, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the NICE's premises, office accommodation, data, technical documents and other information that is related to the Scope of Work as required by Littlefish;
- provide, in a timely manner, such Material and other information as Littlefish may require, and ensure that it is accurate in all material respects.

3. Cyber Assessment

Littlefish will perform an assessment of the NICE IT Infrastructure as described in the NICE IT Infrastructure Overview 2021 above, and further detailed through Service Onboarding. This assessment will be carried out against a combination of BSI Information Security Standard ISO27001 and the SANS CIS 20 critical security controls. These control frameworks have been chosen as they represent a balanced mix of technical and procedural security controls and therefore provide a complete view of security against globally recognised security standards. Littlefish have developed a framework against which NICE will be assessed to provide a report of relevant security control weaknesses, and therefore providing a holistic assessment against best practice and globally recognised security standards.

Littlefish will provide a security assessment report for derived from the assessment. This will highlight any existing gaps in the control set, the risks that they present, and prioritised recommendations to address those risks. In summary it will cover:

- A summary of the approach taken.
- Description of threats and associated methods of compromise.
- Gaps or weaknesses in controls and policies, with a score (see below) for each control or sub-control assessed.
- Recommended actions for remediation and their suggested prioritisation.

The aim of the report is to assist customers in improving their overall security maturity in support of their goals and strategy, whether that is to improve their security posture as a standalone activity or combined with certification against NCSC Cyber Essentials and/or ISO 27001.

The result will be single report detailing the information discovered and highlighting any gaps or inconsistencies in the documentation and furthermore the overall infrastructure architecture that will enable NICE and Littlefish support teams to provide the support services required to maintain reliability and availability of the infrastructure environment.

The Deliverable report will be described in the Scope of Work to be provided within 5 working days of the initial engagement workshop and start-up meeting with NICE. The Scope of Work shall be reviewed and agreed by NICE with 5 working days of submission, such agreement not to be unreasonably withheld.

NICE shall:

- co-operate with Littlefish in all matters relating to the Services and production of the Deliverable;
- provide, for Littlefish, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the NICE's premises, office accommodation, data, technical documents and other information that is related to the Scope of Work as required by Littlefish;
- provide, in a timely manner, such Material and other information as Littlefish may require, and ensure that it is accurate in all material respects.

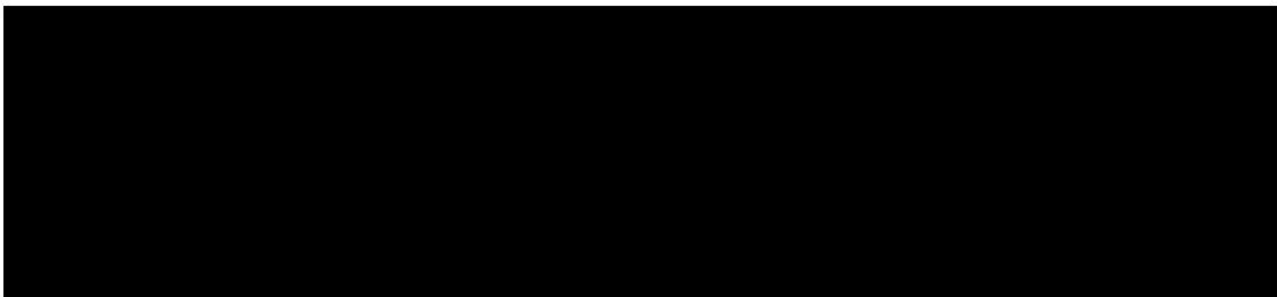
Schedule 2: Call-Off Contract charges

For each individual Service, the applicable Call-Off Contract Charges (in accordance with the Supplier's Digital Marketplace pricing document) can't be amended during the term of the Call-Off Contract. The Charges breakdown for the provision of Services during the Term will include:

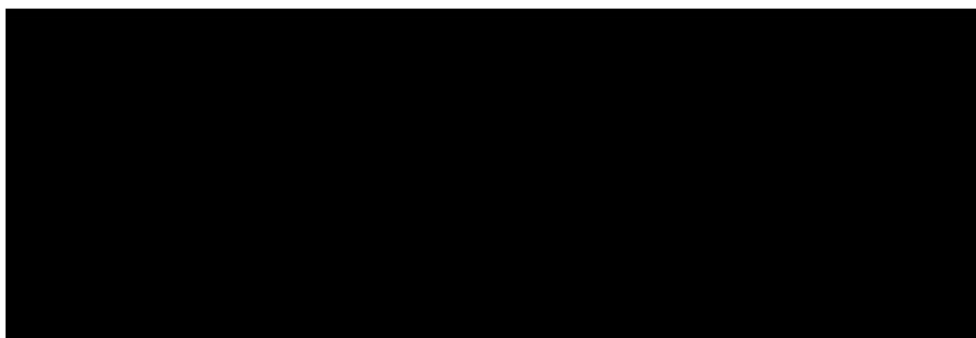
2.1 Infrastructure Support and Management

The charges below represent our standard G-Cloud pricing for Infrastructure Management and Consultancy services for enablement. We have presented a range of option of infrastructure management that will allow NICE to select the service level they require. For example, within test and development environment, only "support" service levels may be required, however, for production NICE may wish to increase this to "managed".

The selected level for all IT Infrastructure is currently "Supported".

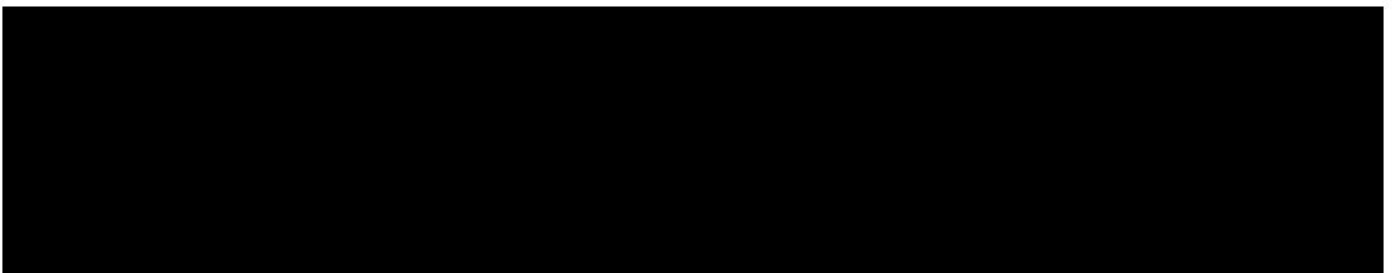


Therefore, the monthly charge according to numbers of servers and storage is as follows:



On-Demand Remote Technical Support is charged as additional services in accordance with the SFIA Rate Card, using the "Assist" day rate. For On-Demand On-Site Technical Support, a call-out charge of a further [REDACTED] applied to the standard SFIA "Assist" day rate. The minimum allocation of time for each request is 4 hours (equivalent to one half-day).

Therefore, the estimated charges for On-Demand technical support services are:



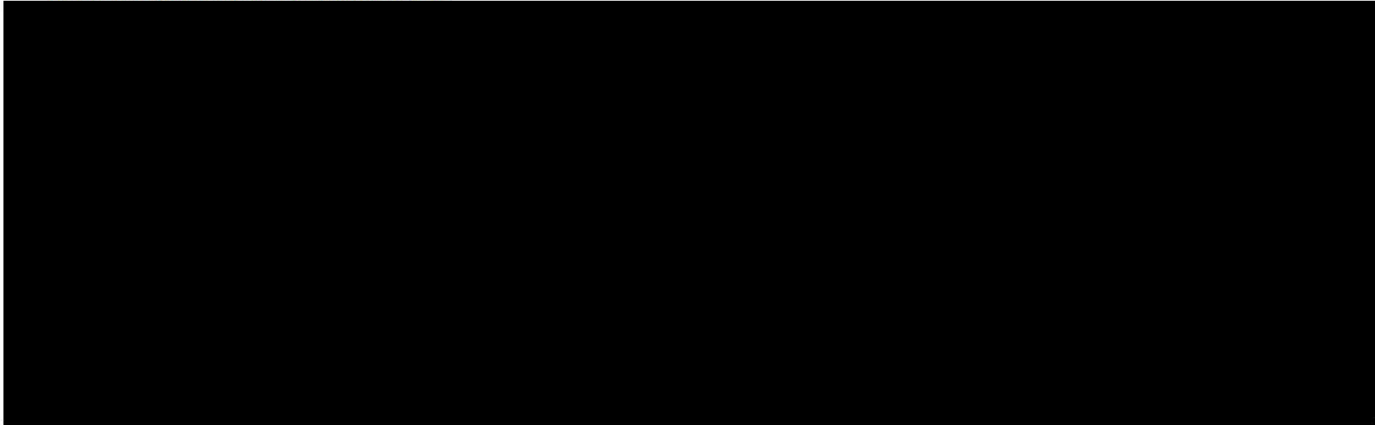
The Service Onboarding is a fixed charge to setup our services and perform knowledge transfer and training of our support staff. The fixed charge is as follows:



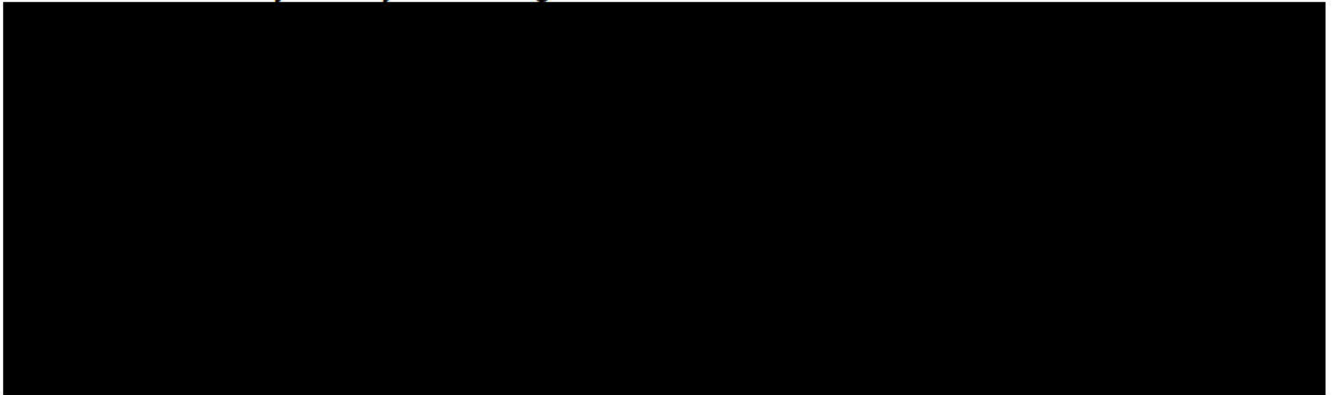
This will charge on completion of the Service Onboarding.

2.2 Infrastructure and BCDR Assessment

The charges below represent our standard G-Cloud pricing for Consultancy services using the SFIA rate card for enablement.



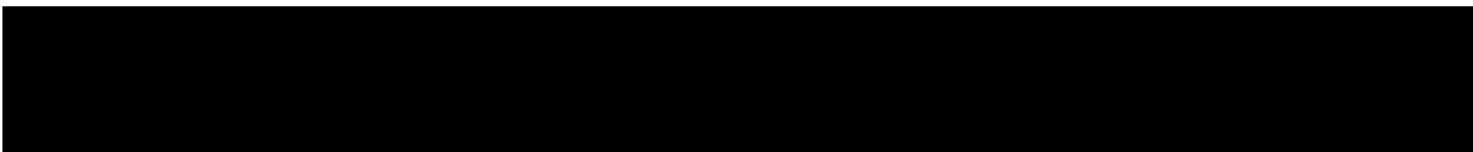
The following costs provides budgetary estimates for the deliverables as described in the Service Schedule above. As requirements and approaches are still changing these resource estimates and therefore costs may be subject to change.



The consultancy services will be charged on an as-used basis, evidenced by timesheets, and agreed with NICE.

2.3 Cyber Security Assessment

The charges below represent our standard G-Cloud pricing for Consultancy services to provide the assessment services and Deliverable as per description in the Services Schedule 1 above.



2.4 Summary Charges

The charges below represent the summation and summary of the charges detailed above:



All charges above are exclusive of VAT.

Customer Benefits

For each Call-Off Contract please complete a customer benefits record, by following this link;

[G-Cloud 12 Customer Benefits Record](#)

Appendix 1 - NICE IT Infrastructure Overview 2021

IT Infrastructure Overview

Background to the requirements

NICE wishes to appoint an IT Infrastructure Partner with the relevant experience and knowledge to provide support for its critical IT services, and to provide advice and support regarding cyber security. NICE wishes to onboard a new supplier on the 5th July 2021.

Requirements

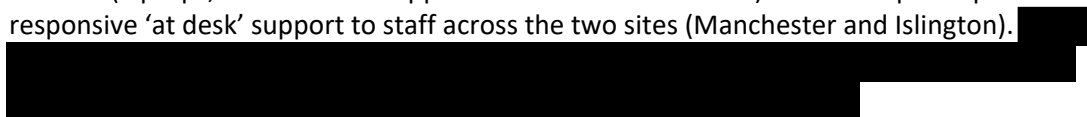
NICE is looking for an IT Infrastructure support partner to work with the NICE internal IT team to provide second and third line technical support, cyber security advice and support along with expertise in business continuity.

Scope of the Procurement

NICE operates its IT through the Digital, Information & Technology directorate.. The current NICE IT infrastructure consists of the following:



NICE support traditional corporate IT services, which are secure and reliable. These include LAN/WAN, firewalls, network data storage, Microsoft infrastructure, and user desktop services (laptops, with standard applications such as MS Office). The IT Helpdesk provides responsive 'at desk' support to staff across the two sites (Manchester and Islington).



NICE has recently invested in Office 365. The platform has clear potential to move NICE towards more effective ways of working and improved productivity. NICE operates in two locations, Manchester and East London.

NICE IT previously worked on the basis of a hybrid model with a long-term outsourced IT supplier working with an in-house IT team. However, in 2020 a decision was made to bring IT services inhouse. The IT team has now completed the transition from the outsourced MSP. During the transition it became clear that additional skills, expertise and resource was required to provide resilience to the IT support NICE provide in-house. The purpose of the new contract with an IT infrastructure provider is therefore to provide second and third level support for the IT infrastructure and Microsoft Office 365, advice and guidance on cyber security as well as business continuity resilience support.

The contractor will be expected to deliver on site support at both office sites, the data centre and to staff working from home via appropriately qualified resources. Furthermore,

the selected provider will be expected to assist and provide technical input to NICE in the event of any business continuity event to ensure a speedy resolution. The supplier is expected to provide second and or third line support as required. The majority of the support will need to be undertaken remotely. A designated, qualified third line support technician will need to be assigned as the first point of contact for the IT team to ensure that calls are picked up and dealt with promptly and appropriately.

Service levels and performance

Suppliers must provide KPIs and service level reporting. The supplier will provide a named account manager for escalation of incidents, issues, problems, recommendations, requests, as well as further escalation paths into their senior management. The supplier will provide support during the following hours and according to the following service levels:

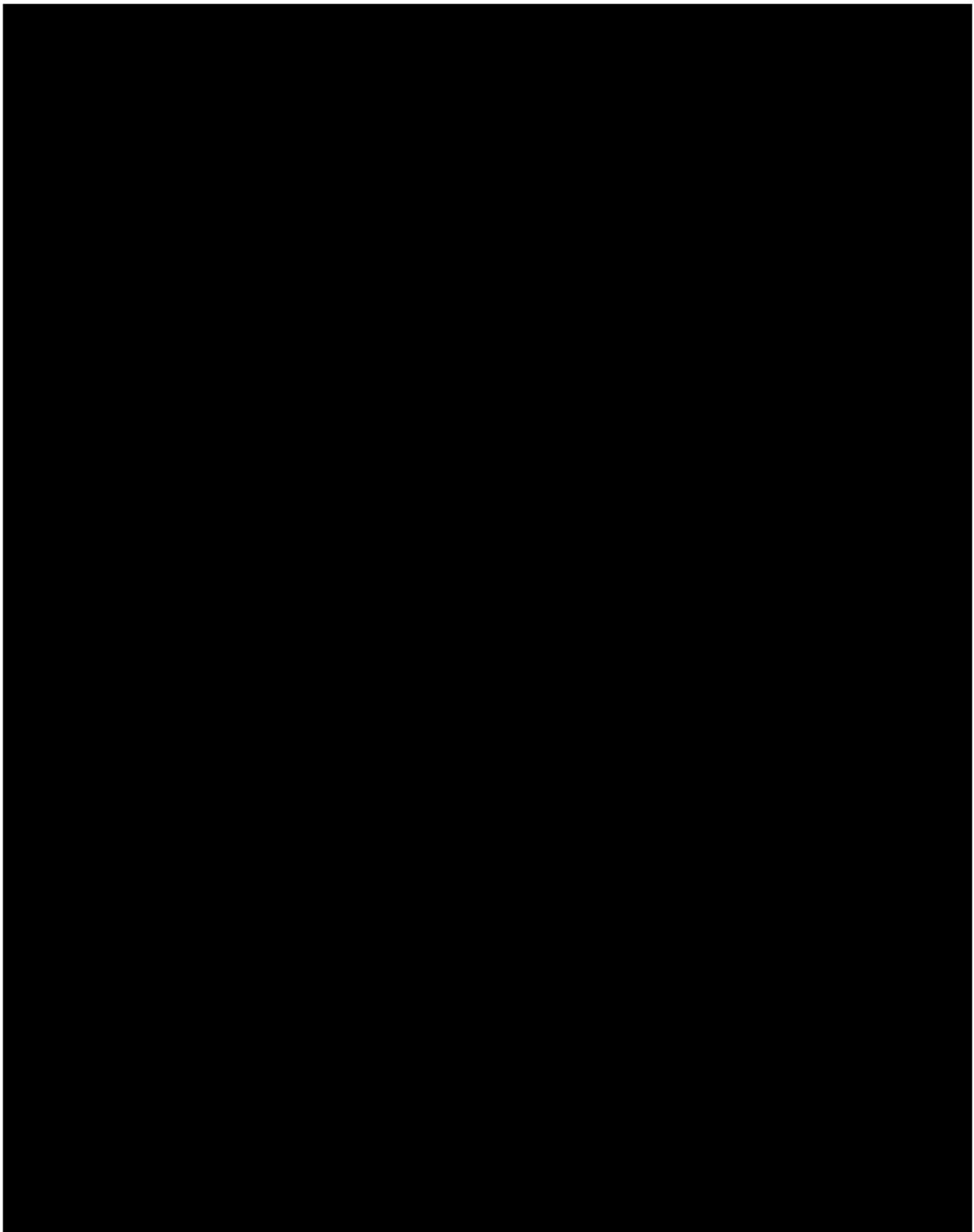
Service categories	Hours or operation	Service Level
IT Infrastructure Support Cyber Security Advice MS Office 365 Infrastructure Disaster Recovery and Business Continuity	24x7 access for the duration of the contract	Access to appropriately qualified support staff on a call of basis as required. Remote/Onsite support as appropriate Access to senior SME's in Cyber security and business continuity to support the Associate Director of Infrastructure and IT Operations to develop the cyber strategy and the business continuity plan.

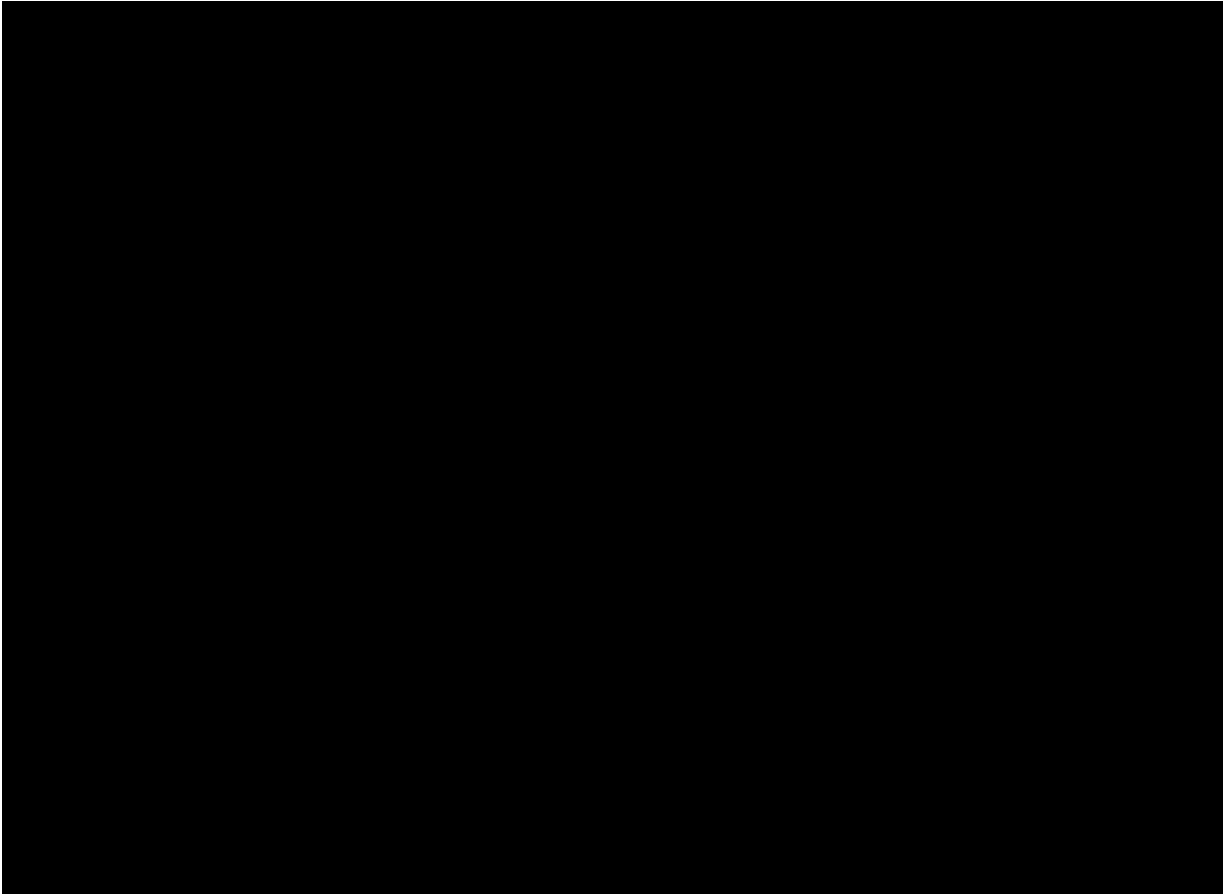
Service categories	Hours or operation
Routine engineer site visit Urgent engineer site visit. (P1)	Onsite within one business day Onsite within 4 hours
Call-off requests / specialist expertise. This includes the following service categories: IT infrastructure Support Cyber Security Advice MS Office 365 Infrastructure Disaster Recovery and Business Continuity	ASAP – no later than 2 business days

Service categories	Priority	Initial response via service desk	Target resolution	Escalation threshold
Cyber Security IT Infrastructure Support Disaster Recovery and Business Continuity MS Office 365	1 – Service not available or server disruption	< 15 min	< 4 hours	< 2 hours
	2 – Significant degradation of service with a large number of users affected	< 30 min	< 4 hours	< 4 hours
	3 – Limited degradation of service with a small number of users affected	< 2 hours	< 2 days	< 8 hours

The following incident priorities and response times will apply

The supplier will also provide access to senior SME's in Cyber security and business continuity to support the Associate Director of Infrastructure and IT Operations to develop the cyber strategy and the business continuity plan.





Appendix 2 - LF NICE Proposal 2021

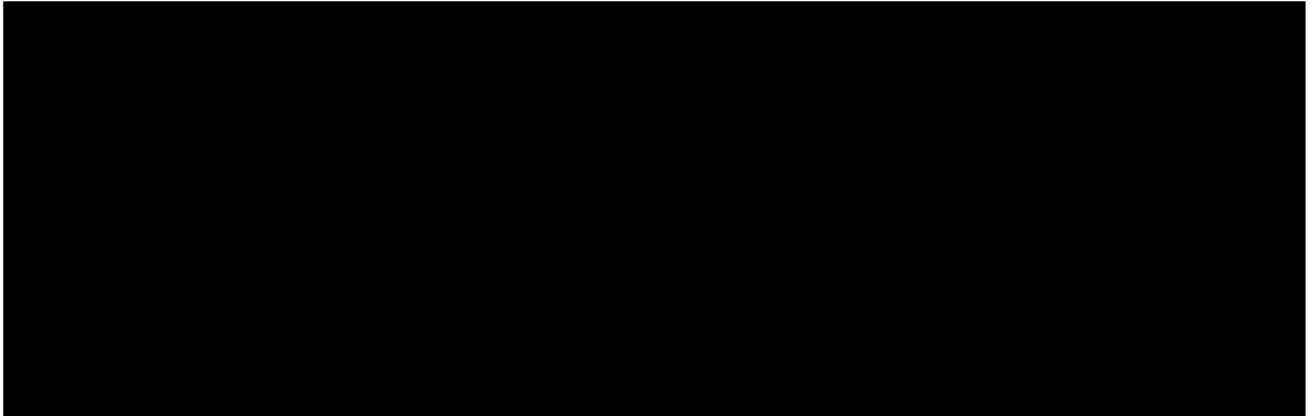
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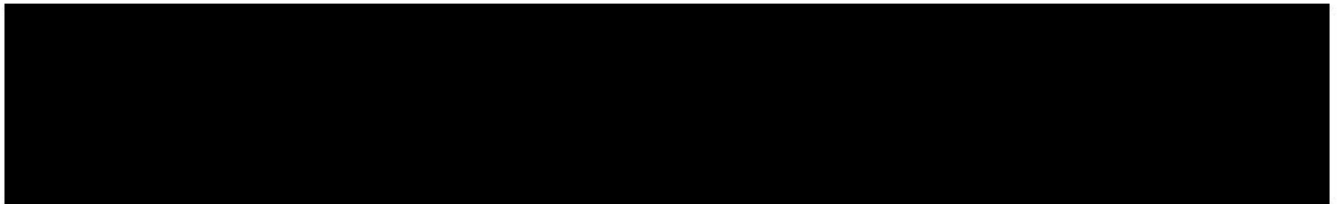
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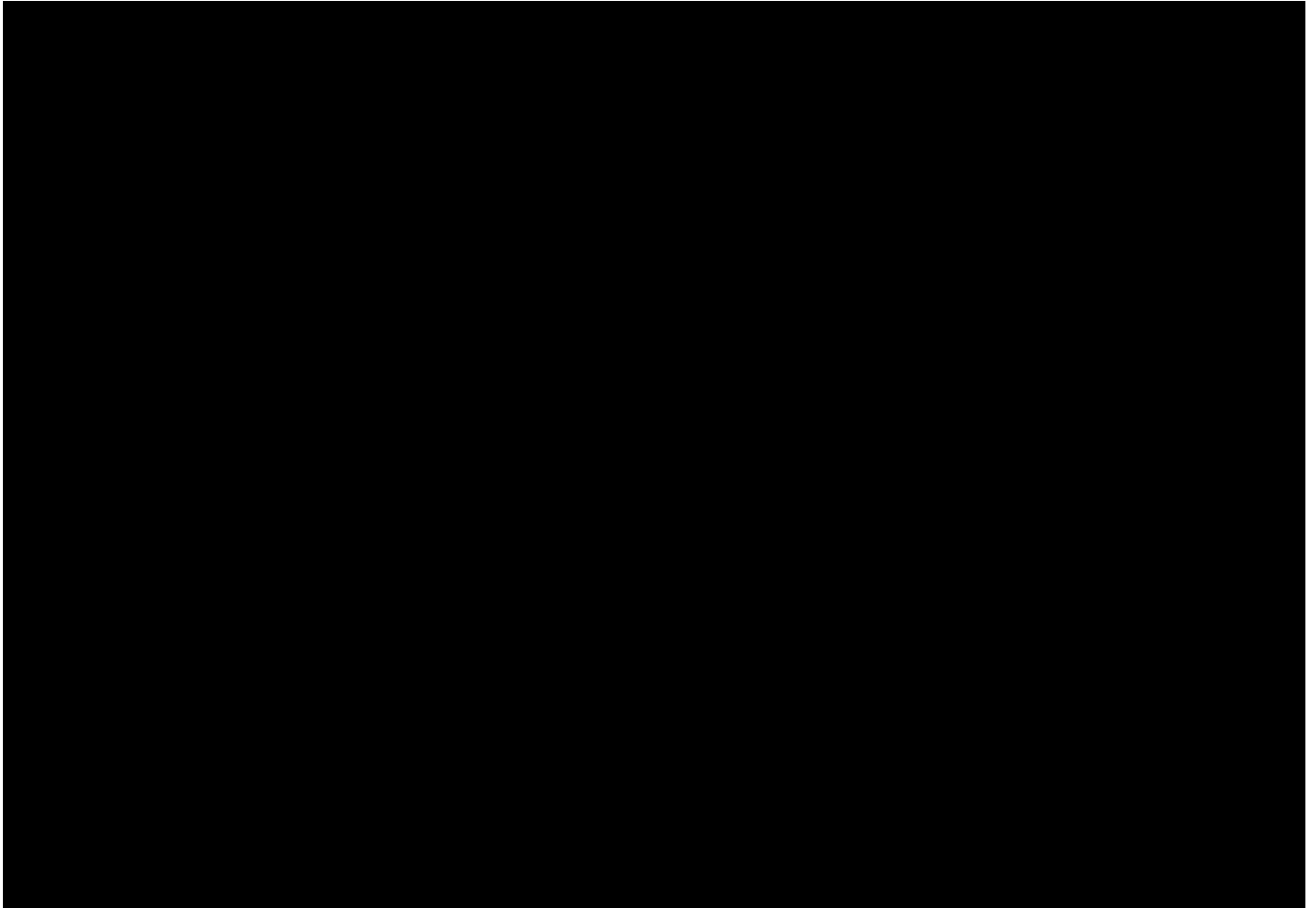
Document Control



Version Control



Contents



Supporting your IT service

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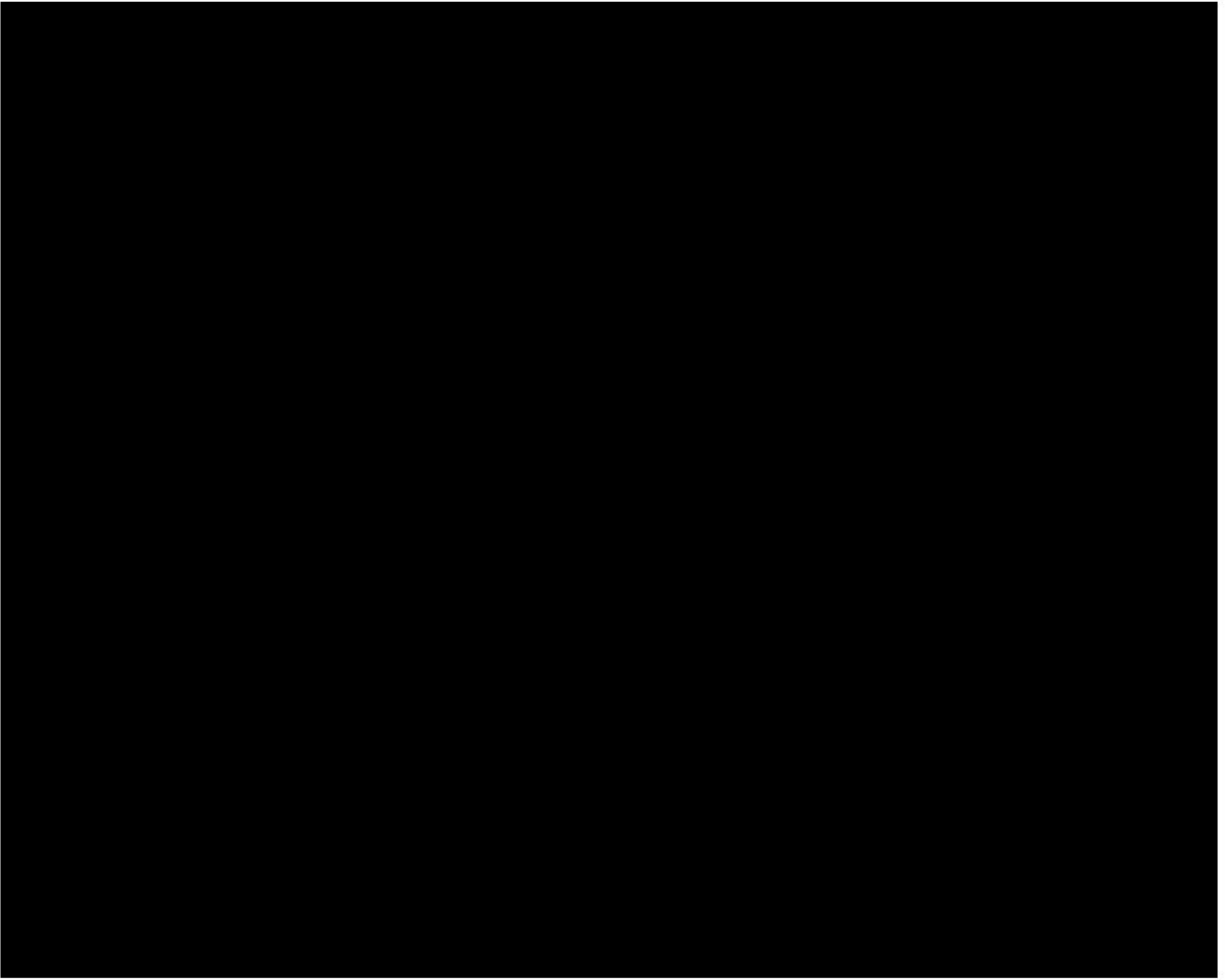
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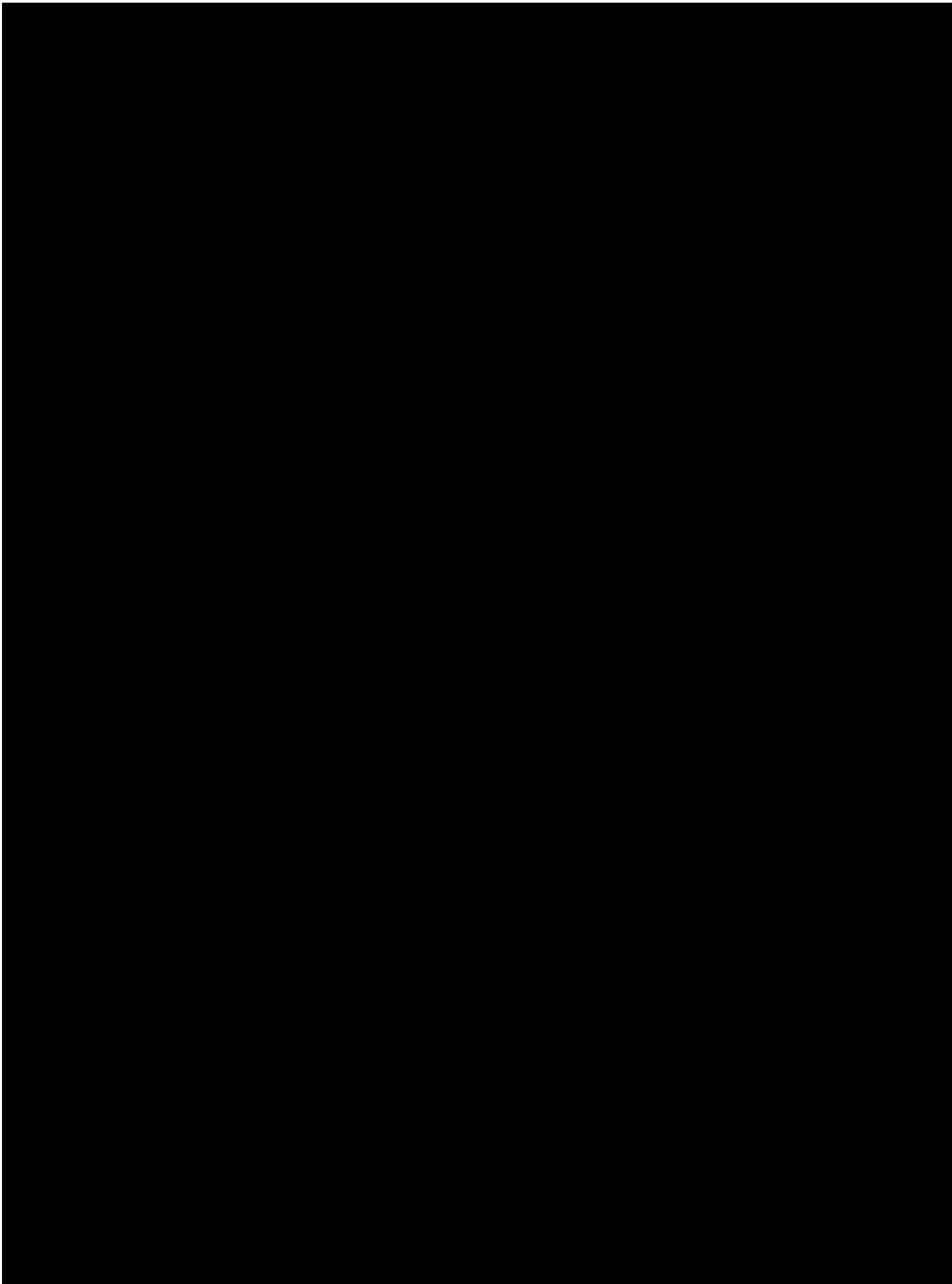
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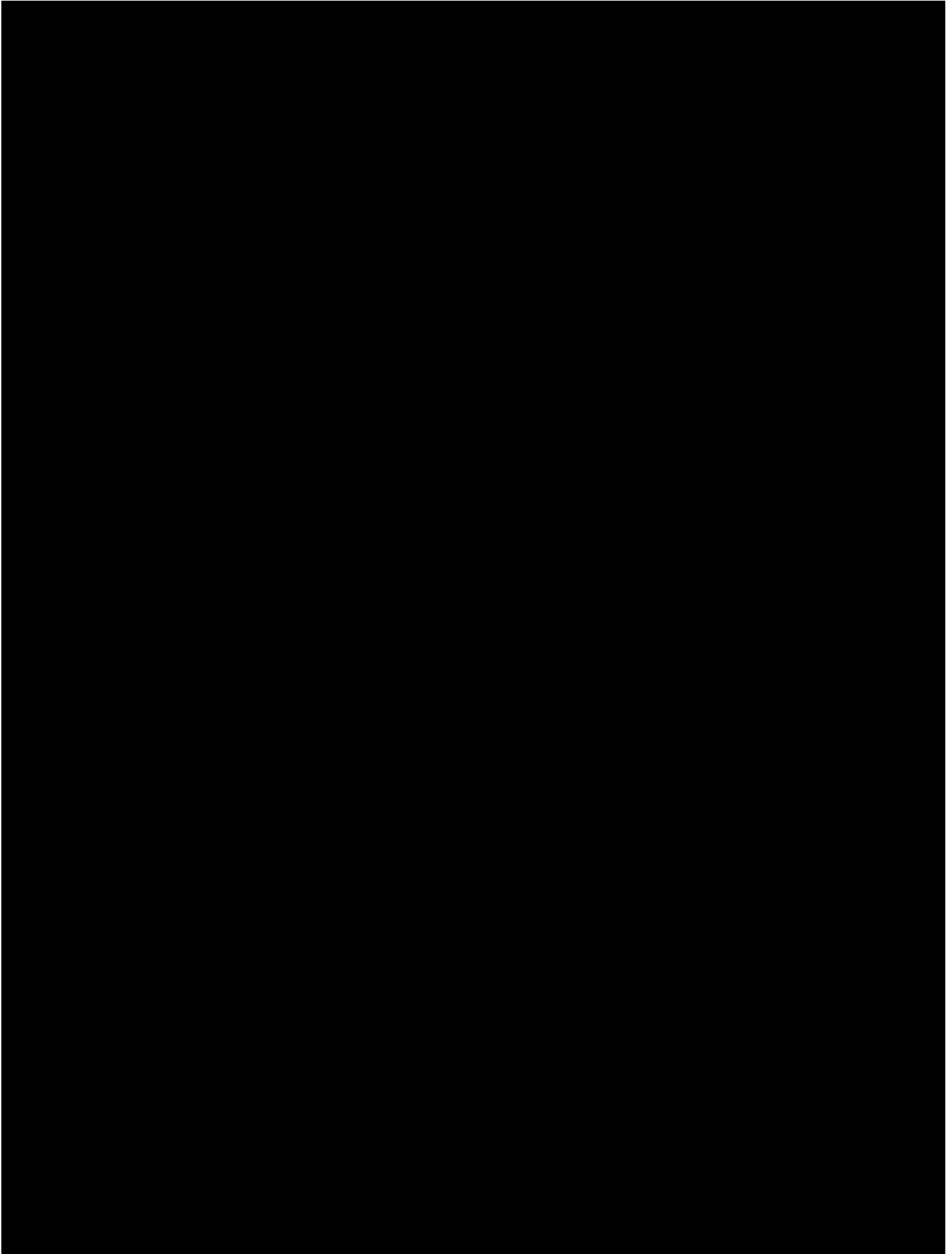
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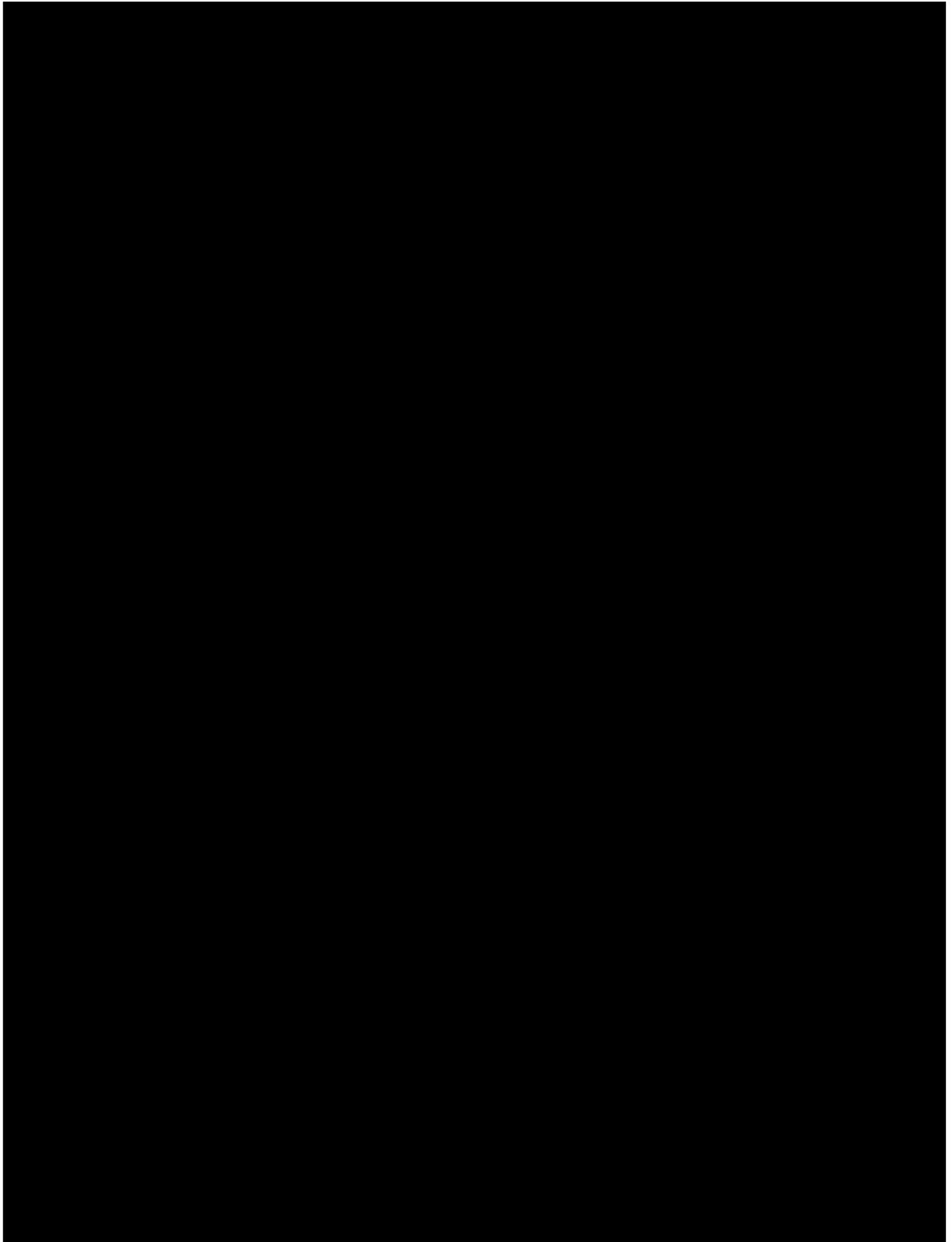
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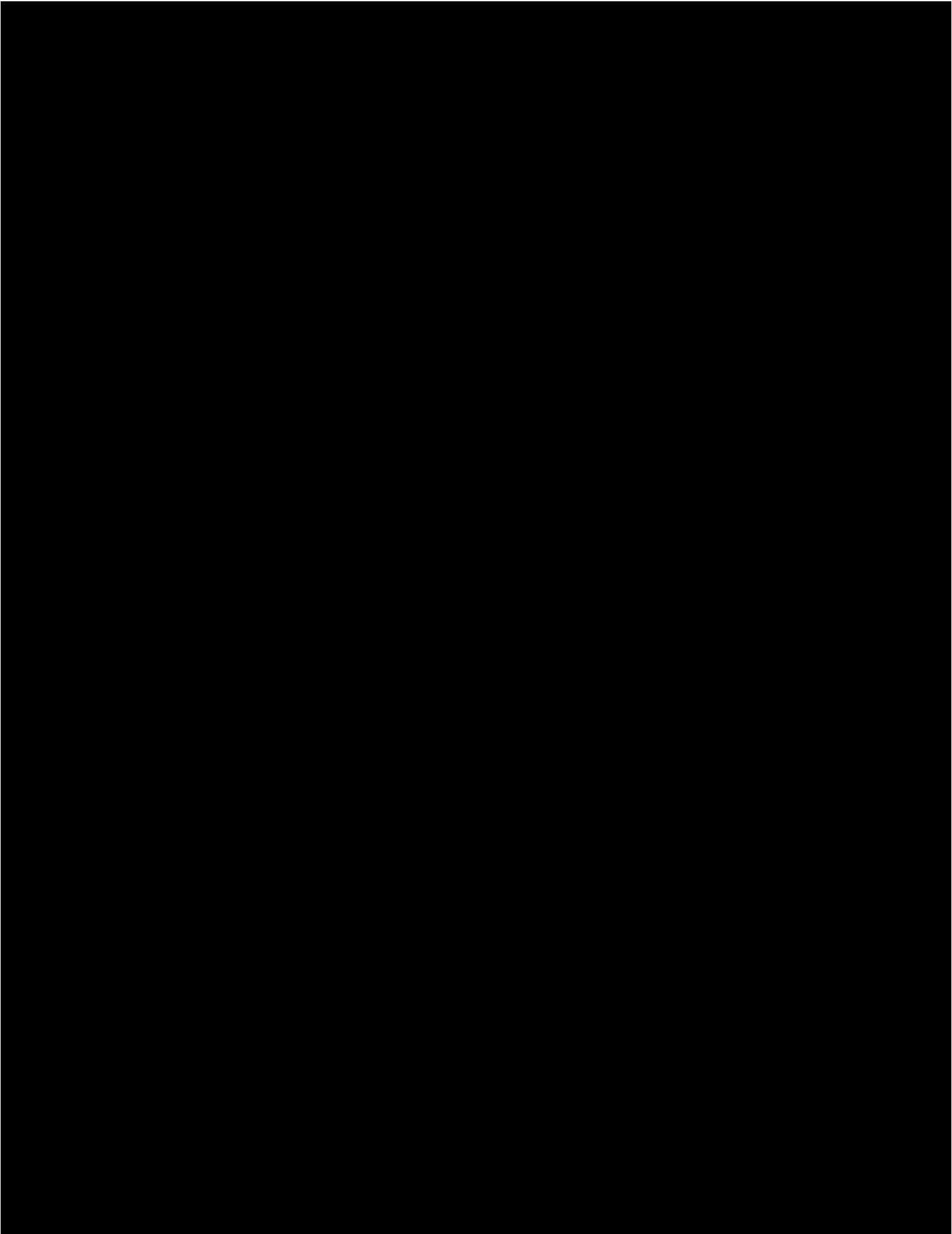
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- A horizontal bar chart titled 'U.S. should take action to address climate change' showing the percentage of respondents who believe the U.S. should take action to address climate change. The chart is broken down by age group (18-29, 30-49, 50-69, 70+) and gender (Male, Female). The y-axis lists the demographic groups, and the x-axis shows the percentage from 0 to 100. The bars are colored by gender: blue for Male and orange for Female.
- | Age Group | Gender | Percentage |
|-----------|--------|------------|
| 18-29 | Male | 95% |
| | Female | 95% |
| 30-49 | Male | 95% |
| | Female | 95% |
| 50-69 | Male | 55% |
| | Female | 95% |
| 70+ | Male | 95% |
| | Female | 95% |
| Total | Male | 85% |
| | Female | 95% |

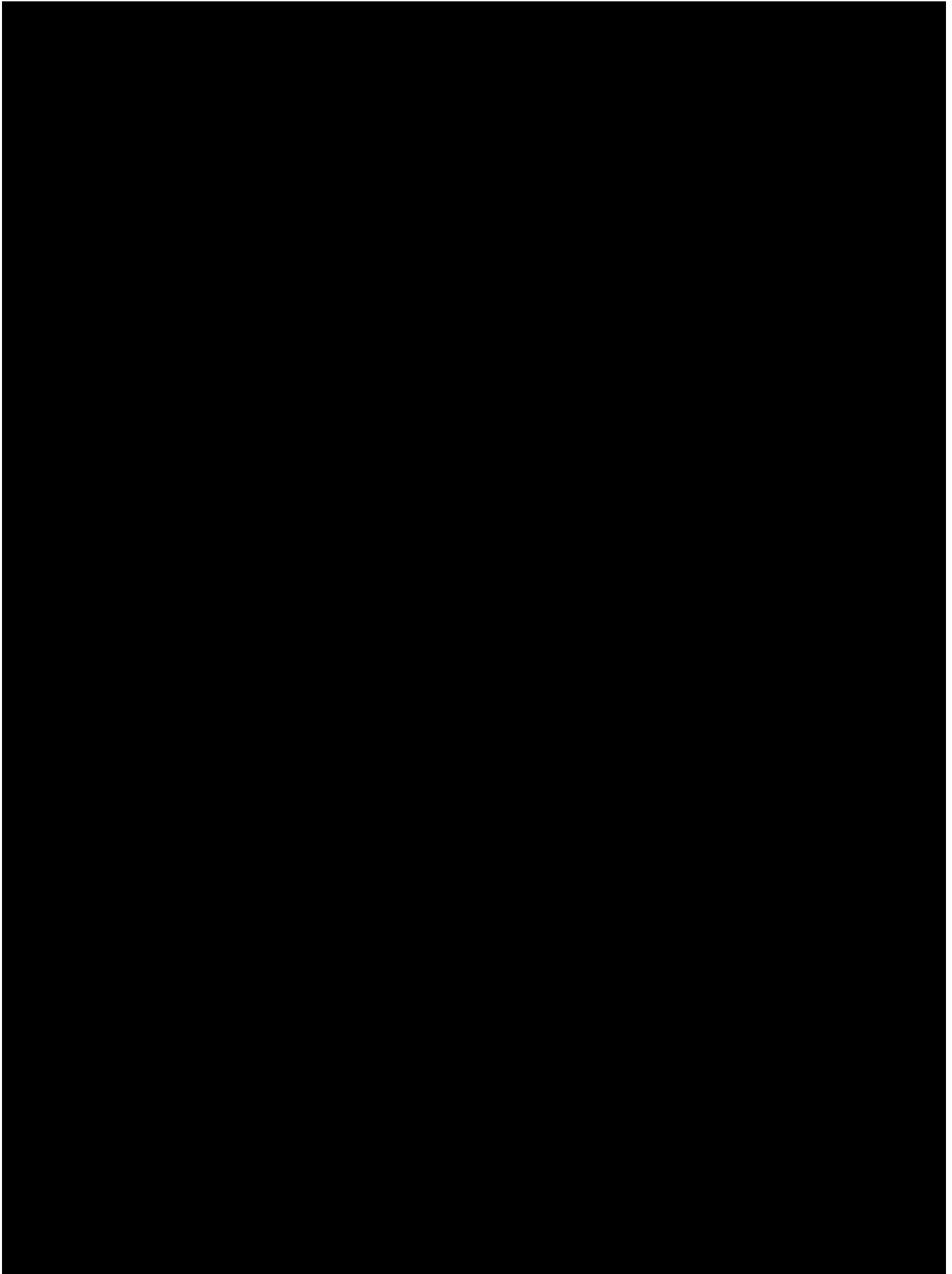


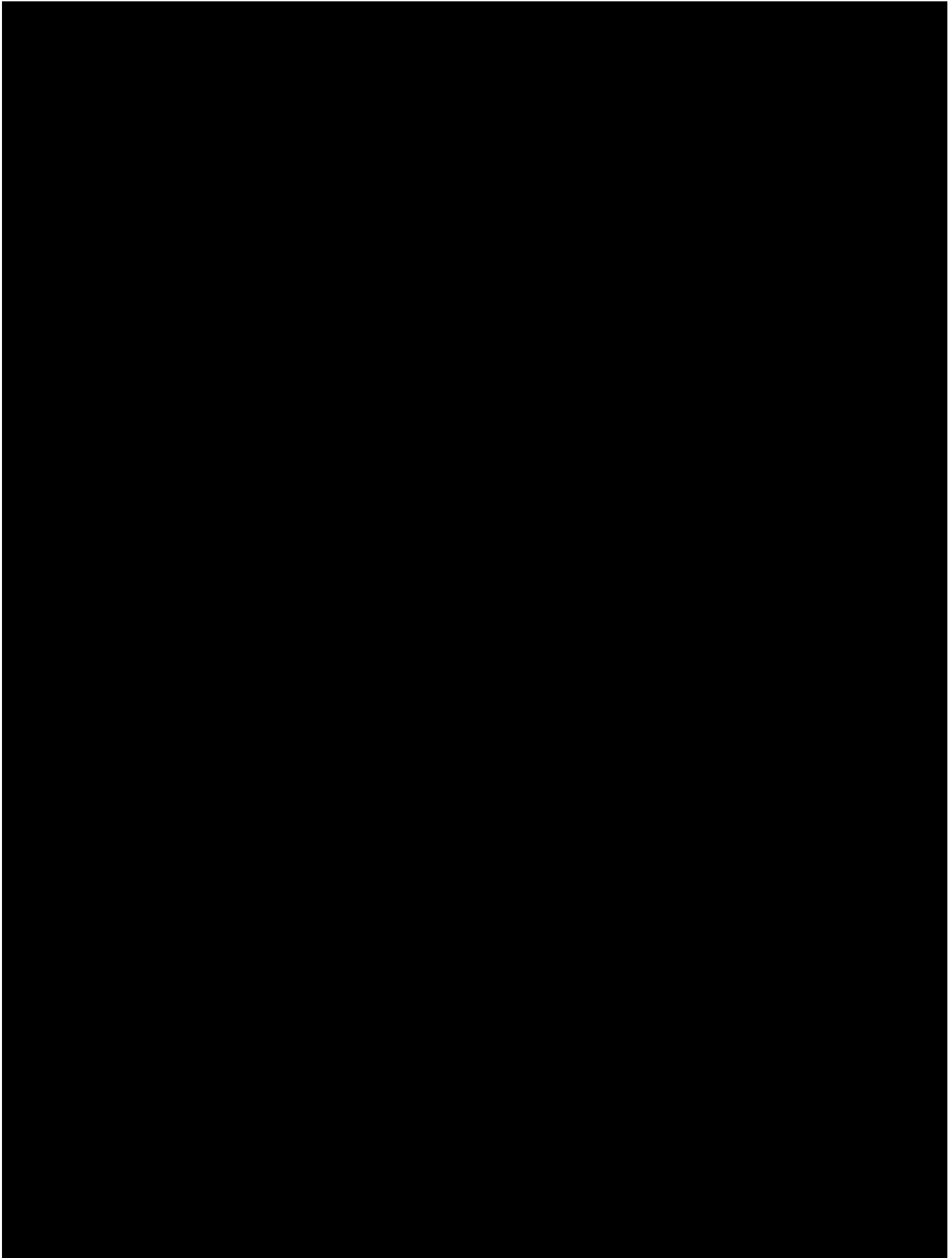


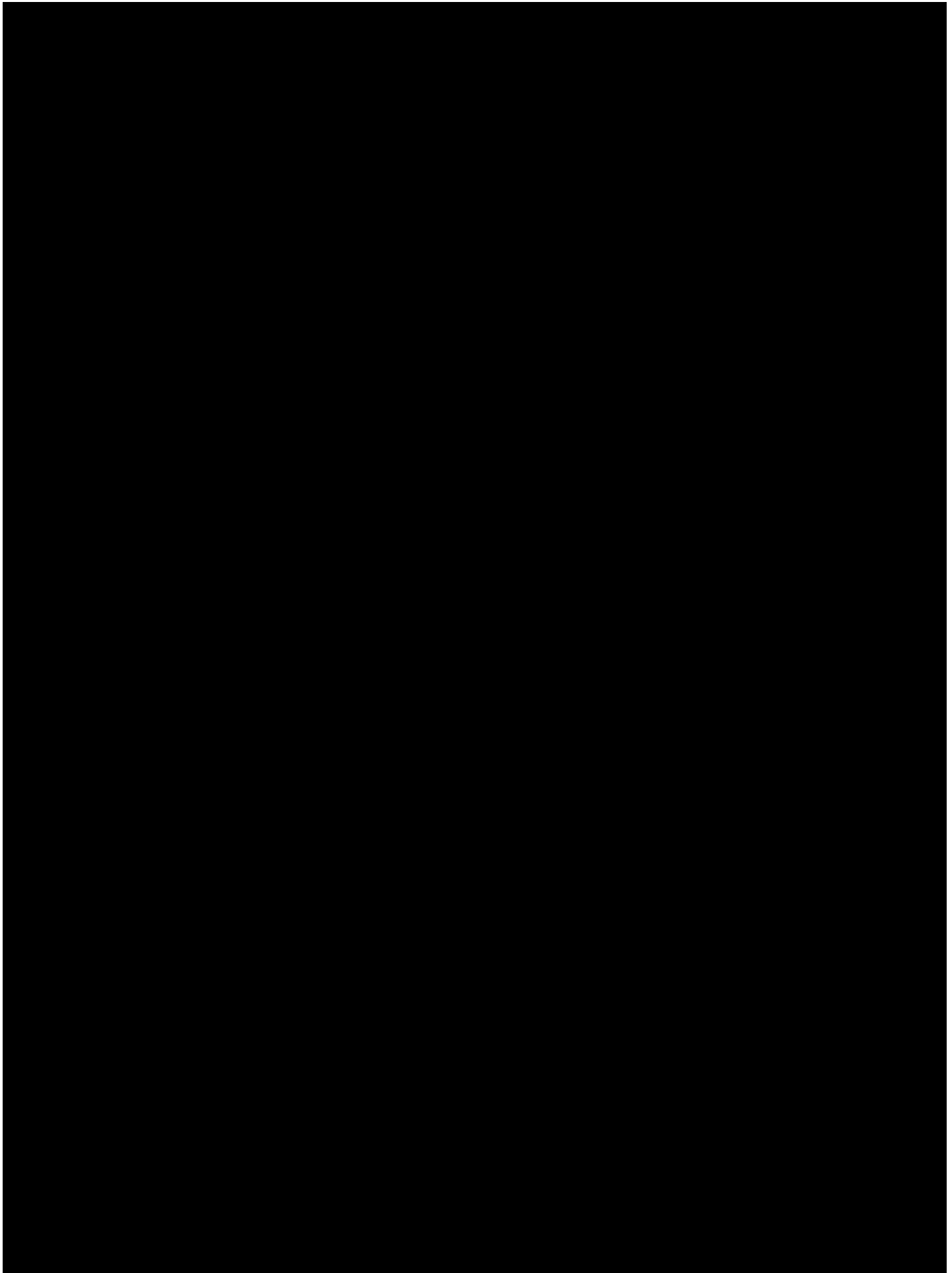


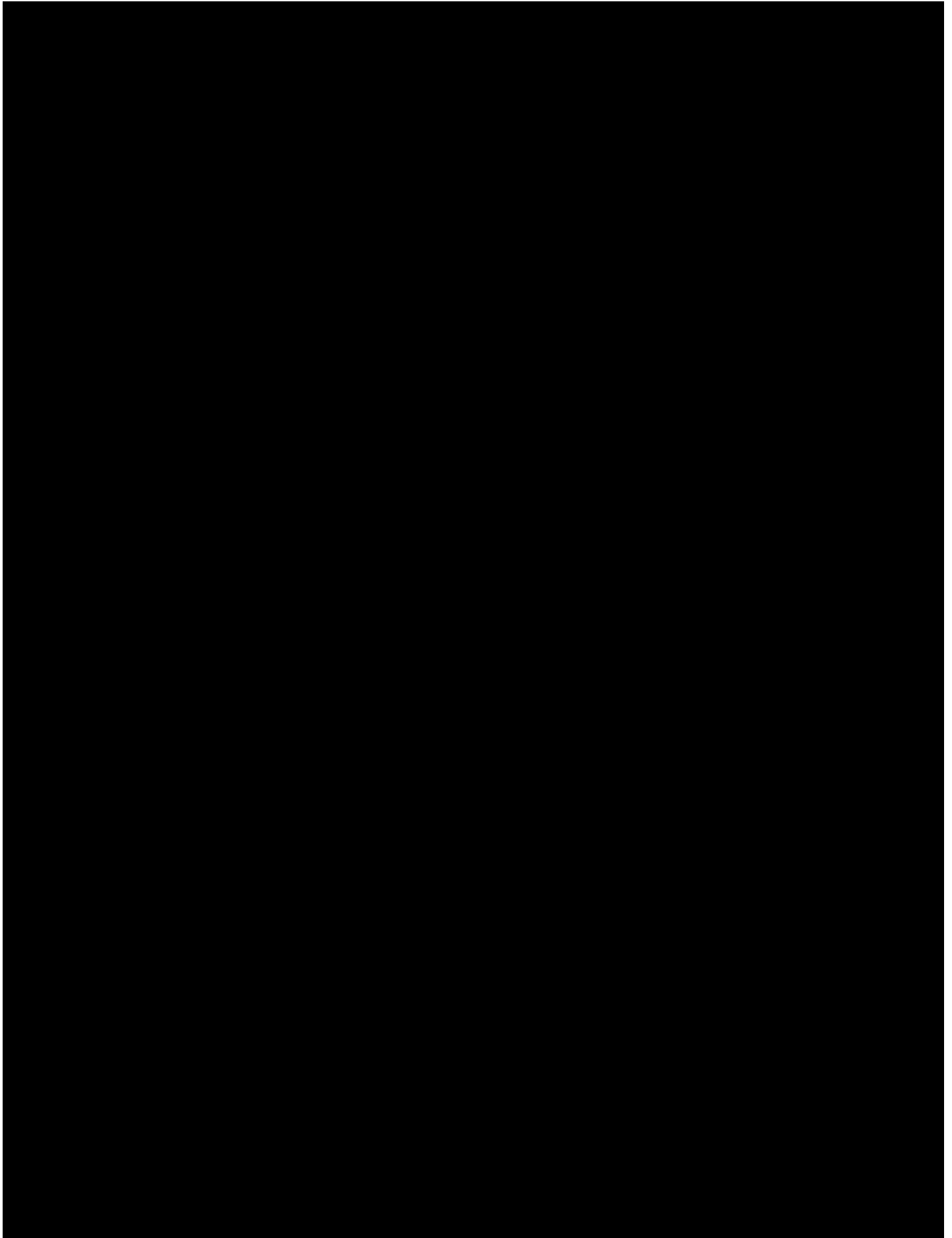


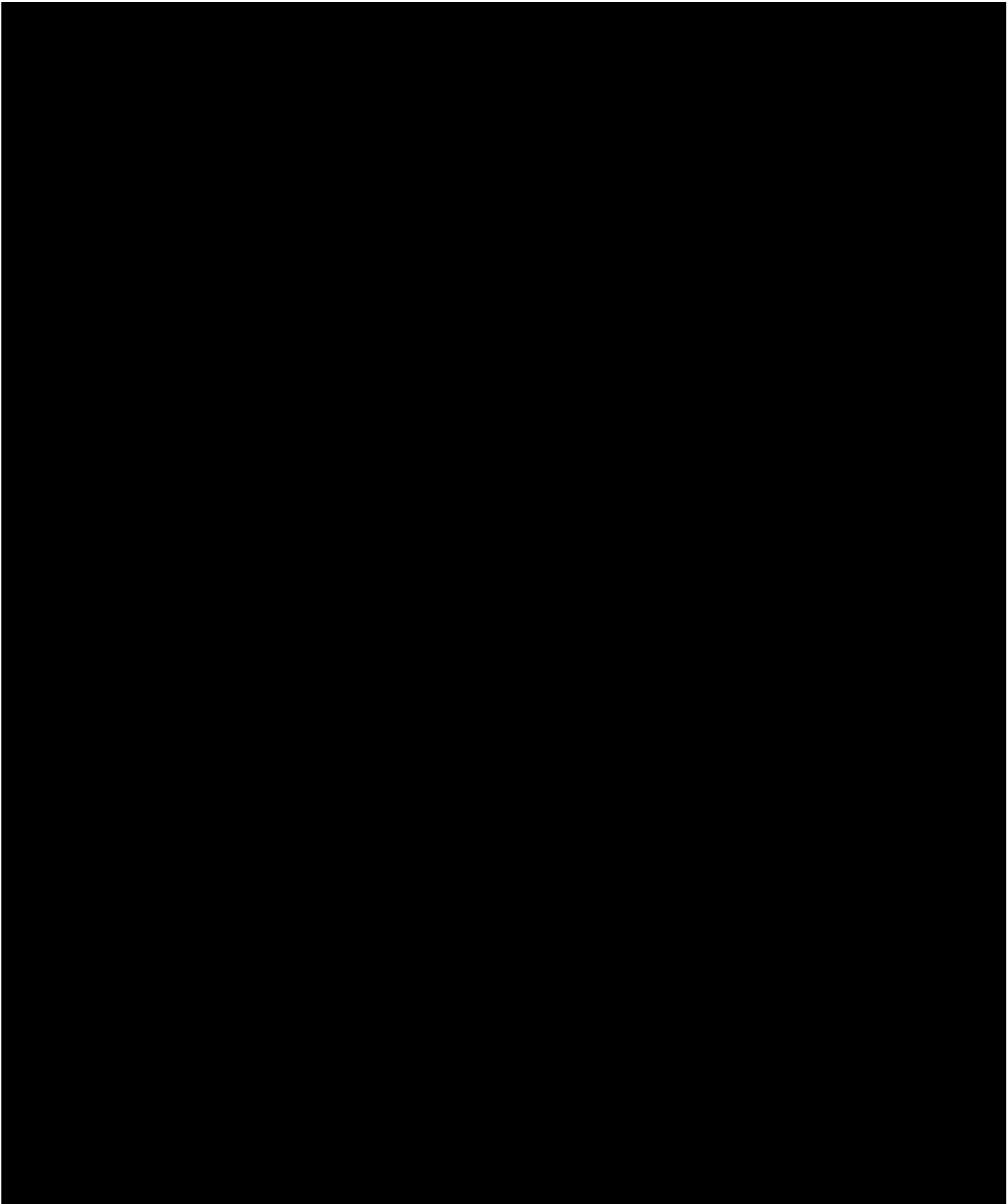


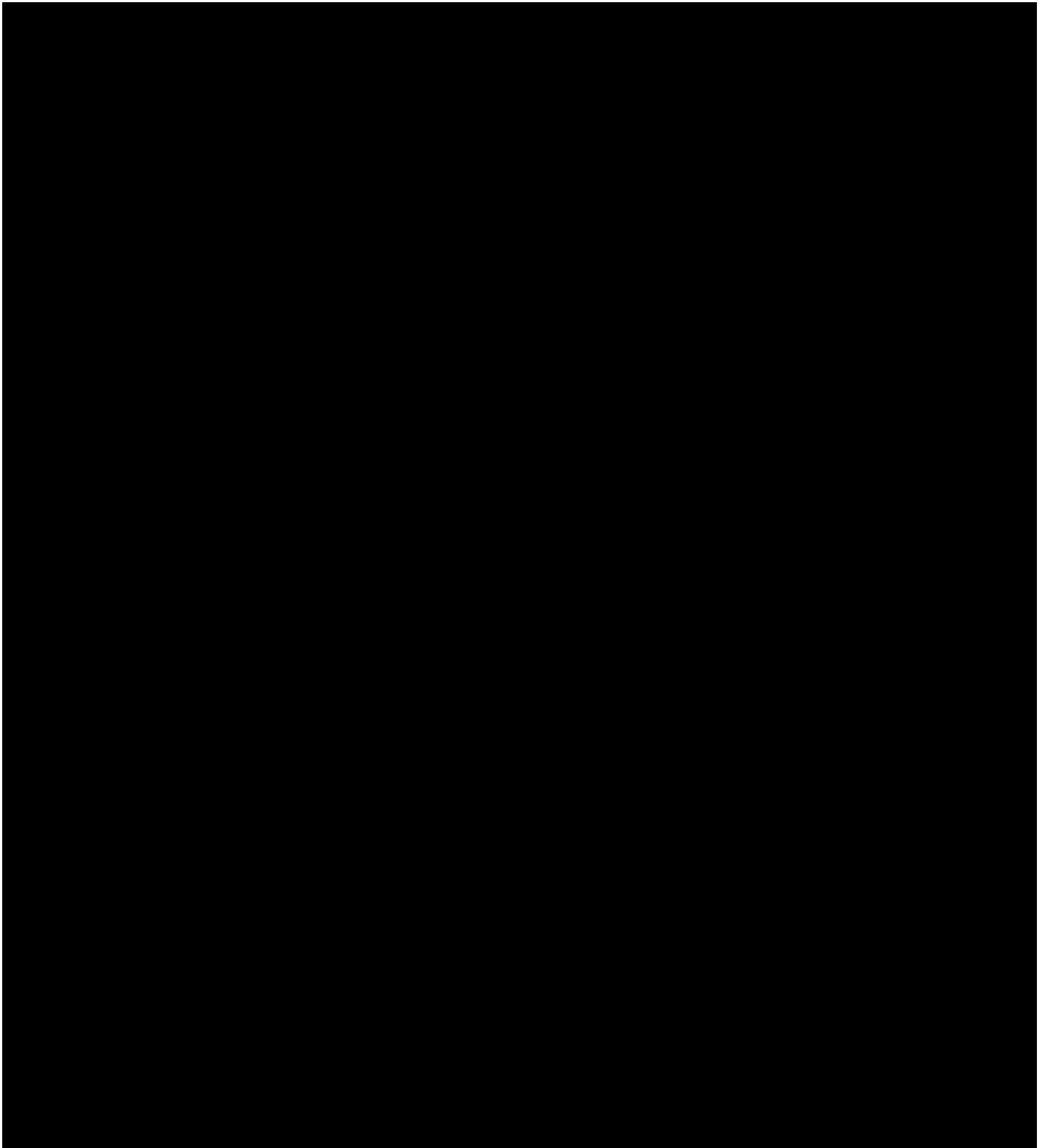


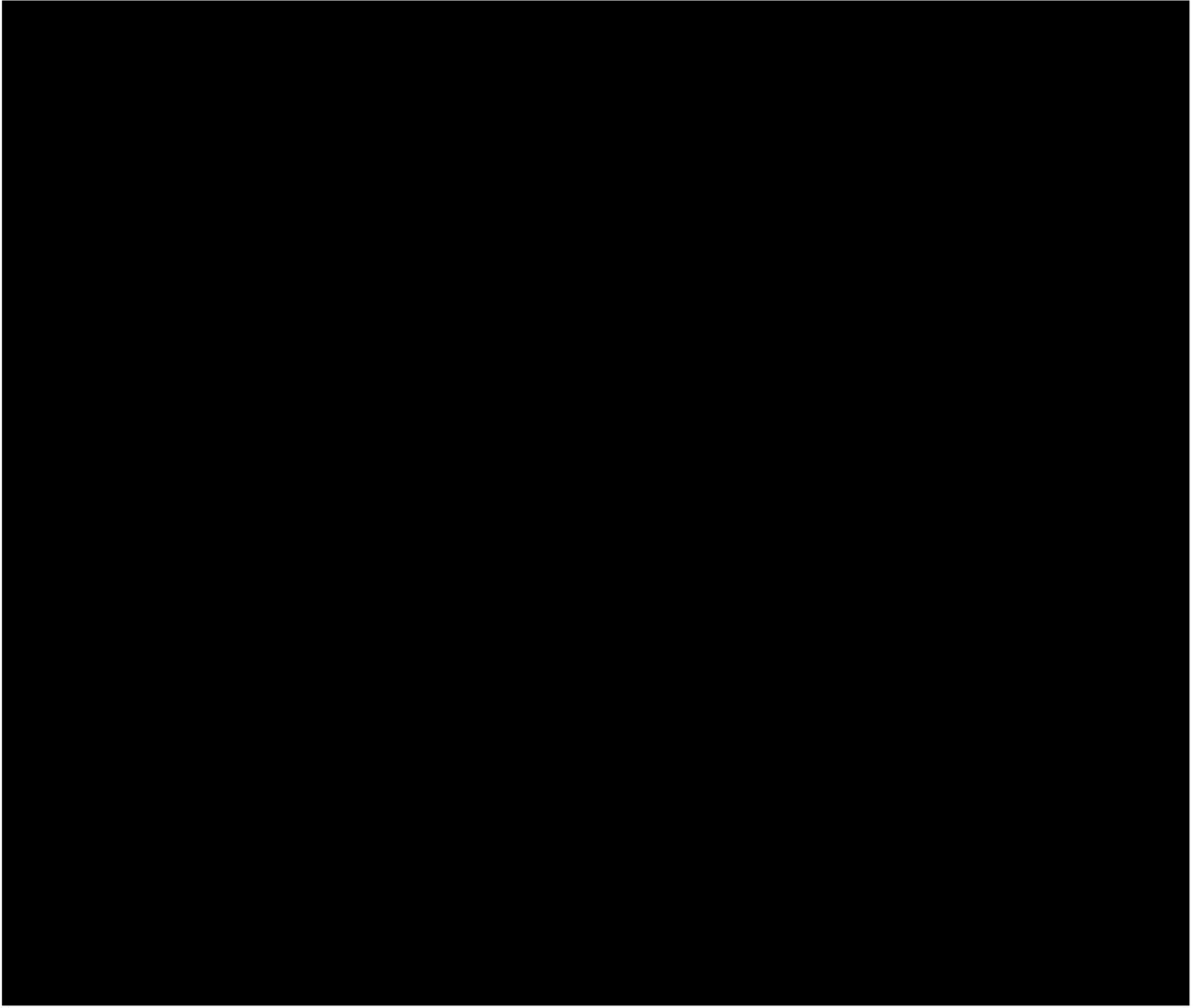












Part B: Terms and conditions

1. Call-Off Contract Start date and length

- 1.1 The Supplier must start providing the Services on the date specified in the Order Form.
- 1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 24 months from the Start date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.
- 1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, provided that this is within the maximum permitted under the Framework Agreement of 2 periods of up to 12 months each.
- 1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to extend the contract beyond 24 months.

2. Incorporation of terms

- 2.1 The following Framework Agreement clauses (including clauses and defined terms referenced by them) as modified under clause 2.2 are incorporated as separate Call-Off Contract obligations and apply between the Supplier and the Buyer:

- 4.1 (Warranties and representations)
- 4.2 to 4.7 (Liability)
- 4.11 to 4.12 (IR35)
- 5.4 to 5.5 (Force majeure)
- 5.8 (Continuing rights)
- 5.9 to 5.11 (Change of control)
- 5.12 (Fraud)
- 5.13 (Notice of fraud)
- 7.1 to 7.2 (Transparency)
- 8.3 (Order of precedence)
- 8.6 (Relationship)
- 8.9 to 8.11 (Entire agreement)
- 8.12 (Law and jurisdiction)
- 8.13 to 8.14 (Legislative change)
- 8.15 to 8.19 (Bribery and corruption)
- 8.20 to 8.29 (Freedom of Information Act)
- 8.30 to 8.31 (Promoting tax compliance)
- 8.32 to 8.33 (Official Secrets Act)
- 8.34 to 8.37 (Transfer and subcontracting)
- 8.40 to 8.43 (Complaints handling and resolution)
- 8.44 to 8.50 (Conflicts of interest and ethical walls)
- 8.51 to 8.53 (Publicity and branding)
- 8.54 to 8.56 (Equality and diversity)
- 8.59 to 8.60 (Data protection)
- 8.64 to 8.65 (Severability)

- 8.66 to 8.69 (Managing disputes and Mediation)
- 8.80 to 8.88 (Confidentiality)
- 8.89 to 8.90 (Waiver and cumulative remedies)
- 8.91 to 8.101 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement glossary and interpretation
- any audit provisions from the Framework Agreement set out by the Buyer in the Order Form

2.2 The Framework Agreement provisions in clause 2.1 will be modified as follows:

2.2.1 a reference to the 'Framework Agreement' will be a reference to the 'Call-Off Contract'

2.2.2 a reference to 'CCS' will be a reference to 'the Buyer'

2.2.3 a reference to the 'Parties' and a 'Party' will be a reference to the Buyer and Supplier as Parties under this Call-Off Contract

2.3 The Parties acknowledge that they are required to complete the applicable Annexes contained in Schedule 4 (Processing Data) of the Framework Agreement for the purposes of this Call-Off Contract. The applicable Annexes being reproduced at Schedule 7 of this Call-Off Contract.

2.4 The Framework Agreement incorporated clauses will be referred to as incorporated Framework clause 'XX', where 'XX' is the Framework Agreement clause number.

2.5 When an Order Form is signed, the terms and conditions agreed in it will be incorporated into this Call-Off Contract.

3. Supply of services

3.1 The Supplier agrees to supply the G-Cloud Services and any Additional Services under the terms of the Call-Off Contract and the Supplier's Application.

3.2 The Supplier undertakes that each G-Cloud Service will meet the Buyer's acceptance criteria, as defined in the Order Form.

4. Supplier staff

4.1 The Supplier Staff must:

4.1.1 be appropriately experienced, qualified and trained to supply the Services

4.1.2 apply all due skill, care and diligence in faithfully performing those duties

4.1.3 obey all lawful instructions and reasonable directions of the Buyer and provide the Services to the reasonable satisfaction of the Buyer

4.1.4 respond to any enquiries about the Services as soon as reasonably possible

- 4.1.5 complete any necessary Supplier Staff vetting as specified by the Buyer
- 4.2 The Supplier must retain overall control of the Supplier Staff so that they are not considered to be employees, workers, agents or contractors of the Buyer.
- 4.3 The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member.
- 4.4 The Buyer may conduct IR35 Assessments using the ESI tool to assess whether the Supplier's engagement under the Call-Off Contract is Inside or Outside IR35.
- 4.5 The Buyer may End this Call-Off Contract for Material Breach as per clause 18.5 hereunder if the Supplier is delivering the Services Inside IR35.
- 4.6 The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start date or at any time during the provision of Services to provide a preliminary view of whether the Services are being delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 14-digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.
- 4.7 If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.
- 4.8 If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

5. Due diligence

- 5.1 Both Parties agree that when entering into a Call-Off Contract they:
 - 5.1.1 have made their own enquiries and are satisfied by the accuracy of any information supplied by the other Party
 - 5.1.2 are confident that they can fulfil their obligations according to the Call-Off Contract terms
 - 5.1.3 have raised all due diligence questions before signing the Call-Off Contract
 - 5.1.4 have entered into the Call-Off Contract relying on its own due diligence

6. Business continuity and disaster recovery

- 6.1 The Supplier will have a clear business continuity and disaster recovery plan in their service descriptions.

- 6.2 The Supplier's business continuity and disaster recovery services are part of the Services and will be performed by the Supplier when required.
- 6.3 If requested by the Buyer prior to entering into this Call-Off Contract, the Supplier must ensure that its business continuity and disaster recovery plan is consistent with the Buyer's own plans.

7. Payment, VAT and Call-Off Contract charges

- 7.1 The Buyer must pay the Charges following clauses 7.2 to 7.11 for the Supplier's delivery of the Services.
- 7.2 The Buyer will pay the Supplier within the number of days specified in the Order Form on receipt of a valid invoice.
- 7.3 The Call-Off Contract Charges include all Charges for payment Processing. All invoices submitted to the Buyer for the Services will be exclusive of any Management Charge.
- 7.4 If specified in the Order Form, the Supplier will accept payment for G-Cloud Services by the Government Procurement Card (GPC). The Supplier will be liable to pay any merchant fee levied for using the GPC and must not recover this charge from the Buyer.
- 7.5 The Supplier must ensure that each invoice contains a detailed breakdown of the G-Cloud Services supplied. The Buyer may request the Supplier provides further documentation to substantiate the invoice.
- 7.6 If the Supplier enters into a Subcontract it must ensure that a provision is included in each Subcontract which specifies that payment must be made to the Subcontractor within 30 days of receipt of a valid invoice.
- 7.7 All Charges payable by the Buyer to the Supplier will include VAT at the appropriate Rate.
- 7.8 The Supplier must add VAT to the Charges at the appropriate rate with visibility of the amount as a separate line item.
- 7.9 The Supplier will indemnify the Buyer on demand against any liability arising from the Supplier's failure to account for or to pay any VAT on payments made to the Supplier under this Call-Off Contract. The Supplier must pay all sums to the Buyer at least 5 Working Days before the date on which the tax or other liability is payable by the Buyer.
- 7.10 The Supplier must not suspend the supply of the G-Cloud Services unless the Supplier is entitled to End this Call-Off Contract under clause 18.6 for Buyer's failure to pay undisputed sums of money. Interest will be payable by the Buyer on the late payment of any undisputed sums of money properly invoiced under the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.11 If there's an invoice dispute, the Buyer must pay the undisputed portion of the amount and return the invoice within 10 Working Days of the invoice date. The Buyer will provide a covering statement with proposed amendments and the reason for any non-payment. The Supplier must notify the Buyer within 10 Working Days of receipt of the returned invoice if it accepts the amendments. If it does then the Supplier must provide a replacement valid invoice with the response.
- 7.12 Due to the nature of G-Cloud Services it isn't possible in a static Order Form to exactly define the consumption of services over the duration of the Call-Off Contract. The Supplier agrees that the Buyer's volumes indicated in the Order Form are indicative only.

8. Recovery of sums due and right of set-off

- 8.1 If a Supplier owes money to the Buyer, the Buyer may deduct that sum from the Call-Off Contract Charges.

9. Insurance

- 9.1 The Supplier will maintain the insurances required by the Buyer including those in this clause.

- 9.2 The Supplier will ensure that:

9.2.1 during this Call-Off Contract, Subcontractors hold third party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including the claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £1,000,000

9.2.2 the third-party public and products liability insurance contains an 'indemnity to principals' clause for the Buyer's benefit

9.2.3 all agents and professional consultants involved in the Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date

9.2.4 all agents and professional consultants involved in the Services hold employers liability insurance (except where exempt under Law) to a minimum indemnity of £5,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date

- 9.3 If requested by the Buyer, the Supplier will obtain additional insurance policies, or extend existing policies bought under the Framework Agreement.

- 9.4 If requested by the Buyer, the Supplier will provide the following to show compliance with this clause:

9.4.1 a broker's verification of insurance

9.4.2 receipts for the insurance premium

9.4.3 evidence of payment of the latest premiums due

- 9.5 Insurance will not relieve the Supplier of any liabilities under the Framework Agreement or this Call-Off Contract and the Supplier will:

9.5.1 take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers

9.5.2 promptly notify the insurers in writing of any relevant material fact under any Insurances

9.5.3 hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of insurance

9.6 The Supplier will not do or omit to do anything, which would destroy or impair the legal validity of the insurance.

9.7 The Supplier will notify CCS and the Buyer as soon as possible if any insurance policies have been, or are due to be, cancelled, suspended, Ended or not renewed.

9.8 The Supplier will be liable for the payment of any:

9.8.1 premiums, which it will pay promptly

9.8.2 excess or deductibles and will not be entitled to recover this from the Buyer

10. Confidentiality

10.1 Subject to clause 24.1 the Supplier must during and after the Term keep the Buyer fully indemnified against all Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Supplier's obligations under the Data Protection Legislation or under incorporated Framework Agreement clauses 8.80 to 8.88. The indemnity doesn't apply to the extent that the Supplier breach is due to a Buyer's instruction.

11. Intellectual Property Rights

11.1 Unless otherwise specified in this Call-Off Contract, a Party will not acquire any right, title or interest in or to the Intellectual Property Rights (IPRs) of the other Party or its Licensors.

11.2 The Supplier grants the Buyer a non-exclusive, transferable, perpetual, irrevocable, royalty-free licence to use the Project Specific IPRs and any Background IPRs embedded within the Project Specific IPRs for the Buyer's ordinary business activities.

11.3 The Supplier must obtain the grant of any third-party IPRs and Background IPRs so the Buyer can enjoy full use of the Project Specific IPRs, including the Buyer's right to publish the IPR as open source.

11.4 The Supplier must promptly inform the Buyer if it can't comply with the clause above and the Supplier must not use third-party IPRs or Background IPRs in relation to the Project Specific IPRs if it can't obtain the grant of a licence acceptable to the Buyer.

11.5 The Supplier will, on written demand, fully indemnify the Buyer and the Crown for all Losses which it may incur at any time from any claim of infringement or alleged infringement of a third party's IPRs because of the:

11.5.1 rights granted to the Buyer under this Call-Off Contract

11.5.2 Supplier's performance of the Services

11.5.3 use by the Buyer of the Services

11.6 If an IPR Claim is made, or is likely to be made, the Supplier will immediately notify the Buyer in writing and must at its own expense after written approval from the Buyer, either:

11.6.1 modify the relevant part of the Services without reducing its functionality or performance

11.6.2 substitute Services of equivalent functionality and performance, to avoid the infringement or the alleged infringement, as long as there is no additional cost or burden to the Buyer

11.6.3 buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer

11.7 Clause 11.5 will not apply if the IPR Claim is from:

11.7.2 the use of data supplied by the Buyer which the Supplier isn't required to verify under this Call-Off Contract

11.7.3 other material provided by the Buyer necessary for the Services

11.8 If the Supplier does not comply with clauses 11.2 to 11.6, the Buyer may End this Call-Off Contract for Material Breach. The Supplier will, on demand, refund the Buyer all the money paid for the affected Services.

12. Protection of information

12.1 The Supplier must:

12.1.1 comply with the Buyer's written instructions and this Call-Off Contract when Processing Buyer Personal Data

12.1.2 only Process the Buyer Personal Data as necessary for the provision of the G-Cloud Services or as required by Law or any Regulatory Body

12.1.3 take reasonable steps to ensure that any Supplier Staff who have access to Buyer Personal Data act in compliance with Supplier's security processes

12.2 The Supplier must fully assist with any complaint or request for Buyer Personal Data including by:

12.2.1 providing the Buyer with full details of the complaint or request

12.2.2 complying with a data access request within the timescales in the Data Protection Legislation and following the Buyer's instructions

12.2.3 providing the Buyer with any Buyer Personal Data it holds about a Data Subject (within the timescales required by the Buyer)

12.2.4 providing the Buyer with any information requested by the Data Subject

12.3 The Supplier must get prior written consent from the Buyer to transfer Buyer Personal Data to any other person (including any Subcontractors) for the provision of the G-Cloud Services.

13. Buyer data

13.1 The Supplier must not remove any proprietary notices in the Buyer Data.

13.2 The Supplier will not store or use Buyer Data except if necessary to fulfil its obligations.

13.3 If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested.

13.4 The Supplier must ensure that any Supplier system that holds any Buyer Data is a secure system that complies with the Supplier's and Buyer's security policies and all Buyer requirements in the Order Form.

13.5 The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.

13.6 The Supplier will ensure that any Supplier system which holds any protectively marked Buyer Data or other government data will comply with:

13.6.1 the principles in the Security Policy Framework:

<https://www.gov.uk/government/publications/security-policy-framework> and

the Government Security Classification policy:

<https://www.gov.uk/government/publications/government-security-classifications>

13.6.2 guidance issued by the Centre for Protection of National Infrastructure on Risk Management:

<https://www.cpni.gov.uk/content/adopt-risk-management-approach> and

Protection of Sensitive Information and Assets:

<https://www.cpni.gov.uk/protection-sensitive-information-and-assets>

13.6.3 the National Cyber Security Centre's (NCSC) information risk management guidance:

<https://www.ncsc.gov.uk/collection/risk-management-collection>

13.6.4 government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint:

<https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>

13.6.5 the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance:

<https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>

13.6.6 buyer requirements in respect of AI ethical standards.

13.7 The Buyer will specify any security requirements for this project in the Order Form.

13.8 If the Supplier suspects that the Buyer Data has or may become corrupted, lost, breached or significantly degraded in any way for any reason, then the Supplier will notify the Buyer immediately and will (at its own cost if corruption, loss, breach or degradation of the Buyer Data was caused by the action or omission of the Supplier) comply with any remedial action reasonably proposed by the Buyer.

13.9 The Supplier agrees to use the appropriate organisational, operational and technological processes to keep the Buyer Data safe from unauthorised use or access, loss, destruction, theft or disclosure.

13.10 The provisions of this clause 13 will apply during the term of this Call-Off Contract and for as long as the Supplier holds the Buyer's Data.

14. Standards and quality

14.1 The Supplier will comply with any standards in this Call-Off Contract, the Order Form and the Framework Agreement.

14.2 The Supplier will deliver the Services in a way that enables the Buyer to comply with its obligations under the Technology Code of Practice, which is at:
<https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>

14.3 If requested by the Buyer, the Supplier must, at its own cost, ensure that the G-Cloud Services comply with the requirements in the PSN Code of Practice.

14.4 If any PSN Services are Subcontracted by the Supplier, the Supplier must ensure that the services have the relevant PSN compliance certification.

14.5 The Supplier must immediately disconnect its G-Cloud Services from the PSN if the PSN Authority considers there is a risk to the PSN's security and the Supplier agrees that the Buyer and the PSN Authority will not be liable for any actions, damages, costs, and any other Supplier liabilities which may arise.

15. Open source

- 15.1 All software created for the Buyer must be suitable for publication as open source, unless otherwise agreed by the Buyer.
- 15.2 If software needs to be converted before publication as open source, the Supplier must also provide the converted format unless otherwise agreed by the Buyer.

16. Security

- 16.1 If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer's written approval of) a Security Management Plan and an Information Security Management System. After Buyer approval the Security Management Plan and Information Security Management System will apply during the Term of this Call-Off Contract. Both plans will comply with the Buyer's security policy and protect all aspects and processes associated with the delivery of the Services.
- 16.2 The Supplier will use all reasonable endeavours, software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.
- 16.3 If Malicious Software causes loss of operational efficiency or loss or corruption of Service Data, the Supplier will help the Buyer to mitigate any losses and restore the Services to operating efficiency as soon as possible.
- 16.4 Responsibility for costs will be at the:
 - 16.4.1 Supplier's expense if the Malicious Software originates from the Supplier software or the Service Data while the Service Data was under the control of the Supplier, unless the Supplier can demonstrate that it was already present, not quarantined or identified by the Buyer when provided
 - 16.4.2 Buyer's expense if the Malicious Software originates from the Buyer software or the Service Data, while the Service Data was under the Buyer's control
- 16.5 The Supplier will immediately notify the Buyer of any breach of security of Buyer's Confidential Information (and the Buyer of any Buyer Confidential Information breach). Where the breach occurred because of a Supplier Default, the Supplier will recover the Buyer's Confidential Information however it may be recorded.
- 16.6 Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance:
<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>
- 16.7 If a Buyer has requested in the Order Form that the Supplier has a Cyber Essentials certificate, the Supplier must provide the Buyer with a valid Cyber Essentials certificate (or equivalent) required for the Services before the Start date.

17. Guarantee

17.1 If this Call-Off Contract is conditional on receipt of a Guarantee that is acceptable to the Buyer, the Supplier must give the Buyer on or before the Start date:

17.1.1 an executed Guarantee in the form at Schedule 5

17.1.2 a certified copy of the passed resolution or board minutes of the guarantor approving the execution of the Guarantee

18. Ending the Call-Off Contract

18.1 The Buyer can End this Call-Off Contract at any time by giving 30 days' written notice to the Supplier, unless a shorter period is specified in the Order Form. The Supplier's obligation to provide the Services will end on the date in the notice.

18.2 The Parties agree that the:

18.2.1 Buyer's right to End the Call-Off Contract under clause 18.1 is reasonable considering the type of cloud Service being provided

18.2.2 Call-Off Contract Charges paid during the notice period is reasonable compensation and covers all the Supplier's avoidable costs or Losses

18.3 Subject to clause 24 (Liability), if the Buyer Ends this Call-Off Contract under clause 18.1, it will indemnify the Supplier against any commitments, liabilities or expenditure which result in any unavoidable Loss by the Supplier, provided that the Supplier takes all reasonable steps to mitigate the Loss. If the Supplier has insurance, the Supplier will reduce its unavoidable costs by any insurance sums available. The Supplier will submit a fully itemised and costed list of the unavoidable Loss with supporting evidence.

18.4 The Buyer will have the right to End this Call-Off Contract at any time with immediate effect by written notice to the Supplier if either the Supplier commits:

18.4.1 a Supplier Default and if the Supplier Default cannot, in the reasonable opinion of the Buyer, be remedied

18.4.2 any fraud

18.5 A Party can End this Call-Off Contract at any time with immediate effect by written notice if:

18.5.1 the other Party commits a Material Breach of any term of this Call-Off Contract (other than failure to pay any amounts due) and, if that breach is remediable, fails to remedy it within 15 Working Days of being notified in writing to do so

18.5.2 an Insolvency Event of the other Party happens

18.5.3 the other Party ceases or threatens to cease to carry on the whole or any material part of its business

18.6 If the Buyer fails to pay the Supplier undisputed sums of money when due, the Supplier must notify the Buyer and allow the Buyer 5 Working Days to pay. If the Buyer doesn't pay within 5 Working Days, the Supplier may End this Call-Off Contract by giving the length of notice in the Order Form.

18.7 A Party who isn't relying on a Force Majeure event will have the right to End this Call-Off Contract if clause 23.1 applies.

19. Consequences of suspension, ending and expiry

19.1 If a Buyer has the right to End a Call-Off Contract, it may elect to suspend this Call-Off Contract or any part of it.

19.2 Even if a notice has been served to End this Call-Off Contract or any part of it, the Supplier must continue to provide the Ordered G-Cloud Services until the dates set out in the notice.

19.3 The rights and obligations of the Parties will cease on the Expiry Date or End Date (whichever applies) of this Call-Off Contract, except those continuing provisions described in clause 19.4.

19.4 Ending or expiry of this Call-Off Contract will not affect:

19.4.1 any rights, remedies or obligations accrued before its Ending or expiration

19.4.2 the right of either Party to recover any amount outstanding at the time of Ending or expiry

19.4.3 the continuing rights, remedies or obligations of the Buyer or the Supplier under clauses

- 7 (Payment, VAT and Call-Off Contract charges)
- 8 (Recovery of sums due and right of set-off)
- 9 (Insurance)
- 10 (Confidentiality)
- 11 (Intellectual property rights)
- 12 (Protection of information)
- 13 (Buyer data)
- 19 (Consequences of suspension, ending and expiry)
- 24 (Liability); incorporated Framework Agreement clauses: 4.2 to 4.7 (Liability)
- 8.44 to 8.50 (Conflicts of interest and ethical walls)
- 8.89 to 8.90 (Waiver and cumulative remedies)

19.4.4 any other provision of the Framework Agreement or this Call-Off Contract which expressly or by implication is in force even if it Ends or expires

19.5 At the end of the Call-Off Contract Term, the Supplier must promptly:

- 19.5.1 return all Buyer Data including all copies of Buyer software, code and any other software licensed by the Buyer to the Supplier under it
- 19.5.2 return any materials created by the Supplier under this Call-Off Contract if the IPRs are owned by the Buyer
- 19.5.3 stop using the Buyer Data and, at the direction of the Buyer, provide the Buyer with a complete and uncorrupted version in electronic form in the formats and on media agreed with the Buyer
- 19.5.4 destroy all copies of the Buyer Data when they receive the Buyer's written instructions to do so or 12 calendar months after the End or Expiry Date, and provide written confirmation to the Buyer that the data has been securely destroyed, except if the retention of Buyer Data is required by Law
- 19.5.5 work with the Buyer on any ongoing work
- 19.5.6 return any sums prepaid for Services which have not been delivered to the Buyer, within 10 Working Days of the End or Expiry Date
- 19.6 Each Party will return all of the other Party's Confidential Information and confirm this has been done, unless there is a legal requirement to keep it or this Call-Off Contract states otherwise.
- 19.7 All licences, leases and authorisations granted by the Buyer to the Supplier will cease at the end of the Call-Off Contract Term without the need for the Buyer to serve notice except if this Call-Off Contract states otherwise.

20. Notices

- 20.1 Any notices sent must be in writing. For the purpose of this clause, an email is accepted as being 'in writing'.
 - Manner of delivery: email
 - Deemed time of delivery: 9am on the first Working Day after sending
 - Proof of service: Sent in an emailed letter in PDF format to the correct email address without any error message
- 20.2 This clause does not apply to any legal action or other method of dispute resolution which should be sent to the addresses in the Order Form (other than a dispute notice under this Call-Off Contract).

21. Exit plan

- 21.1 The Supplier must provide an exit plan in its Application which ensures continuity of service and the Supplier will follow it.
- 21.2 When requested, the Supplier will help the Buyer to migrate the Services to a replacement supplier in line with the exit plan. This will be at the Supplier's own expense if the Call-Off Contract Ended before the Expiry Date due to Supplier cause.
- 21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 24 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 18 month anniversary of the Start date.
- 21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.
- 21.5 Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer's own exit plan and strategy.
- 21.6 The Supplier acknowledges that the Buyer's right to extend the Term beyond 24 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:
 - 21.6.1 the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the extension period on terms that are commercially reasonable and acceptable to the Buyer
 - 21.6.2 there will be no adverse impact on service continuity
 - 21.6.3 there is no vendor lock-in to the Supplier's Service at exit
 - 21.6.4 it enables the Buyer to meet its obligations under the Technology Code Of Practice
- 21.7 If approval is obtained by the Buyer to extend the Term, then the Supplier will comply with its obligations in the additional exit plan.
- 21.8 The additional exit plan must set out full details of timescales, activities and roles and responsibilities of the Parties for:
 - 21.8.1 the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier

- 21.8.2 the strategy for exportation and migration of Buyer Data from the Supplier system to the Buyer or a replacement supplier, including conversion to open standards or other standards required by the Buyer
- 21.8.3 the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier
- 21.8.4 the testing and assurance strategy for exported Buyer Data
- 21.8.5 if relevant, TUPE-related activity to comply with the TUPE regulations
- 21.8.6 any other activities and information which is reasonably required to ensure continuity of Service during the exit period and an orderly transition

22. Handover to replacement supplier

- 22.1 At least 10 Working Days before the Expiry Date or End Date, the Supplier must provide any:
 - 22.1.1 data (including Buyer Data), Buyer Personal Data and Buyer Confidential Information in the Supplier's possession, power or control
 - 22.1.2 other information reasonably requested by the Buyer
- 22.2 On reasonable notice at any point during the Term, the Supplier will provide any information and data about the G-Cloud Services reasonably requested by the Buyer (including information on volumes, usage, technical aspects, service performance and staffing). This will help the Buyer understand how the Services have been provided and to run a fair competition for a new supplier.
- 22.3 This information must be accurate and complete in all material respects and the level of detail must be sufficient to reasonably enable a third party to prepare an informed offer for replacement services and not be unfairly disadvantaged compared to the Supplier in the buying process.

23. Force majeure

- 23.1 If a Force Majeure event prevents a Party from performing its obligations under this Call-Off Contract for more than the number of consecutive days set out in the Order Form, the other Party may End this Call-Off Contract with immediate effect by written notice.

24. Liability

- 24.1 Subject to incorporated Framework Agreement clauses 4.2 to 4.7, each Party's Yearly total liability for Defaults under or in connection with this Call-Off Contract (whether expressed as an indemnity or otherwise) will be set as follows:

- 24.1.1 Property: for all Defaults by either party resulting in direct loss to the property (including technical infrastructure, assets, IPR or equipment but excluding any loss or damage to Buyer Data) of the other Party, will not exceed the amount in the Order Form
- 24.1.2 Buyer Data: for all Defaults by the Supplier resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data, will not exceed the amount in the Order Form
- 24.1.3 Other Defaults: for all other Defaults by either party, claims, Losses or damages, whether arising from breach of contract, misrepresentation (whether under common law or statute), tort (including negligence), breach of statutory duty or otherwise will not exceed the amount in the Order Form.

25. Premises

- 25.1 If either Party uses the other Party's premises, that Party is liable for all loss or damage it causes to the premises. It is responsible for repairing any damage to the premises or any objects on the premises, other than fair wear and tear.
- 25.2 The Supplier will use the Buyer's premises solely for the performance of its obligations under this Call-Off Contract.
- 25.3 The Supplier will vacate the Buyer's premises when the Call-Off Contract Ends or expires.
- 25.4 This clause does not create a tenancy or exclusive right of occupation.
- 25.5 While on the Buyer's premises, the Supplier will:
 - 25.5.1 comply with any security requirements at the premises and not do anything to weaken the security of the premises
 - 25.5.2 comply with Buyer requirements for the conduct of personnel
 - 25.5.3 comply with any health and safety measures implemented by the Buyer
 - 25.5.4 immediately notify the Buyer of any incident on the premises that causes any damage to Property which could cause personal injury
- 25.6 The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Buyer on request.

26. Equipment

- 26.1 The Supplier is responsible for providing any Equipment which the Supplier requires to provide the Services.

26.2 Any Equipment brought onto the premises will be at the Supplier's own risk and the Buyer will have no liability for any loss of, or damage to, any Equipment.

26.3 When the Call-Off Contract Ends or expires, the Supplier will remove the Equipment and any other materials leaving the premises in a safe and clean condition.

27. The Contracts (Rights of Third Parties) Act 1999

27.1 Except as specified in clause 29.8, a person who isn't Party to this Call-Off Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. This does not affect any right or remedy of any person which exists or is available otherwise.

28. Environmental requirements

28.1 The Buyer will provide a copy of its environmental policy to the Supplier on request, which the Supplier will comply with.

28.2 The Supplier must provide reasonable support to enable Buyers to work in an environmentally friendly way, for example by helping them recycle or lower their carbon footprint.

29. The Employment Regulations (TUPE)

29.1 The Supplier agrees that if the Employment Regulations apply to this Call-Off Contract on the Start date then it must comply with its obligations under the Employment Regulations and (if applicable) New Fair Deal (including entering into an Admission Agreement) and will indemnify the Buyer or any Former Supplier for any loss arising from any failure to comply.

29.2 Twelve months before this Call-Off Contract expires, or after the Buyer has given notice to End it, and within 28 days of the Buyer's request, the Supplier will fully and accurately disclose to the Buyer all staff information including, but not limited to, the total number of staff assigned for the purposes of TUPE to the Services. For each person identified the Supplier must provide details of:

- 29.2.1 the activities they perform
- 29.2.2 age
- 29.2.3 start date
- 29.2.4 place of work
- 29.2.5 notice period
- 29.2.6 redundancy payment entitlement
- 29.2.7 salary, benefits and pension entitlements
- 29.2.8 employment status
- 29.2.9 identity of employer
- 29.2.10 working arrangements
- 29.2.11 outstanding liabilities

- 29.2.12 sickness absence
- 29.2.13 copies of all relevant employment contracts and related documents
- 29.2.14 all information required under regulation 11 of TUPE or as reasonably requested by the Buyer

29.3 The Supplier warrants the accuracy of the information provided under this TUPE clause and will notify the Buyer of any changes to the amended information as soon as reasonably possible. The Supplier will permit the Buyer to use and disclose the information to any prospective Replacement Supplier.

29.4 In the 12 months before the expiry of this Call-Off Contract, the Supplier will not change the identity and number of staff assigned to the Services (unless reasonably requested by the Buyer) or their terms and conditions, other than in the ordinary course of business.

29.5 The Supplier will co-operate with the re-tendering of this Call-Off Contract by allowing the Replacement Supplier to communicate with and meet the affected employees or their representatives. The Buyer will procure that a suitable non disclosure agreement or contract with confidentiality clauses is in place with the Replacement Supplier before the Supplier is obliged to provide this information

29.6 The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:

29.6.1 its failure to comply with the provisions of this clause

29.6.2 any claim by any employee or person claiming to be an employee (or their employee representative) of the Supplier which arises or is alleged to arise from any act or omission by the Supplier on or before the date of the Relevant Transfer

29.7 The Buyer or Replacement supplier will indemnify the Supplier for all Loss arising from both:

29.6.1 its failure to comply with the provisions of this clause

29.6.2 any claim by any employee or person claiming to be an employee (or their employee representative) of the Supplier which arises or is alleged to arise from any act or omission by the Supplier from the date of the Relevant Transfer

29.8 The provisions of this clause apply during the Term of this Call-Off Contract and indefinitely after it Ends or expires.

29.9 For these TUPE clauses, the relevant third party will be able to enforce its rights under this clause but their consent will not be required to vary these clauses as the Buyer and Supplier may agree.

30. Additional G-Cloud services

30.1 The Buyer may require the Supplier to provide Additional Services. The Buyer doesn't have to buy any Additional Services from the Supplier and can buy services that are the same as or similar to the Additional Services from any third party.

- 30.2 If reasonably requested to do so by the Buyer in the Order Form, the Supplier must provide and monitor performance of the Additional Services using an Implementation Plan.

31. Collaboration

- 31.1 If the Buyer has specified in the Order Form that it requires the Supplier to enter into a Collaboration Agreement, the Supplier must give the Buyer an executed Collaboration Agreement before the Start date.
- 31.2 In addition to any obligations under the Collaboration Agreement, the Supplier must:
 - 31.2.1 work proactively and in good faith with each of the Buyer's contractors
 - 31.2.2 co-operate and share information with the Buyer's contractors to enable the efficient operation of the Buyer's ICT services and G-Cloud Services

32. Variation process

- 32.1 The Buyer can request in writing a change to this Call-Off Contract if it isn't a material change to the Framework Agreement/or this Call-Off Contract. Once implemented, it is called a Variation.
- 32.2 The Supplier must notify the Buyer immediately in writing of any proposed changes to their G-Cloud Services or their delivery by submitting a Variation request. This includes any changes in the Supplier's supply chain.
- 32.3 If Either Party can't agree to or provide the Variation, the Buyer may agree to continue performing its obligations under this Call-Off Contract without the Variation, or End this Call-Off Contract by giving 30 days notice to the Supplier.

33. Data Protection Legislation (GDPR)

- 33.1 Pursuant to clause 2.1 and for the avoidance of doubt, clauses 8.59 and 8.60 of the Framework Agreement are incorporated into this Call-Off Contract. For reference, the appropriate GDPR templates which are required to be completed in accordance with clauses 8.59 and 8.60 are reproduced in this Call-Off Contract document at schedule 7.

Schedule 3: Collaboration agreement

Not used

Schedule 4: Alternative clauses

Not used

Schedule 5: Guarantee

Not used

Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

Expression	Meaning
Additional Services	Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Section 2 (Services Offered) which a Buyer may request.
Admission Agreement	The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s).
Application	The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Digital Marketplace).
Audit	An audit carried out under the incorporated Framework Agreement clauses specified by the Buyer in the Order (if any).
Background IPRs	<p>For each Party, IPRs:</p> <ul style="list-style-type: none"> owned by that Party before the date of this Call-Off Contract (as may be enhanced and/or modified but not as a consequence of the Services) including IPRs contained in any of the Party's Know-How, documentation and processes created by the Party independently of this Call-Off Contract, or <p>For the Buyer, Crown Copyright which isn't available to the Supplier otherwise than under this Call-Off Contract, but excluding IPRs owned by that Party in Buyer software or Supplier software.</p>
Buyer	The contracting authority ordering services as set out in the Order Form.
Buyer Data	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
Buyer Personal Data	The Personal Data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.
Buyer Representative	The representative appointed by the Buyer under this Call-Off Contract.

Buyer Software	Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.
Call-Off Contract	This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.
Charges	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
Collaboration Agreement	An agreement, substantially in the form set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.
Commercially Sensitive Information	Information, which the Buyer has been notified about by the Supplier in writing before the Start date with full details of why the Information is deemed to be commercially sensitive.
Confidential Information	<p>Data, Personal Data and any information, which may include (but isn't limited to) any:</p> <ul style="list-style-type: none"> • information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above • other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').
Control	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.
Controller	Takes the meaning given in the GDPR.
Crown	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.

Data Loss Event	Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Framework Agreement and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
Data Protection Impact Assessment (DPIA)	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
Data Protection Legislation (DPL)	Data Protection Legislation means: (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy (iii) all applicable Law about the Processing of Personal Data and privacy including if applicable legally binding guidance and codes of practice issued by the Information Commissioner
Data Subject	Takes the meaning given in the GDPR
Default	<p>Default is any:</p> <ul style="list-style-type: none"> • breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) • other Default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract <p>Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.</p>
Deliverable(s)	The G-Cloud Services the Buyer contracts the Supplier to provide under this Call-Off Contract.
Digital Marketplace	The government marketplace where Services are available for Buyers to buy. (https://www.digitalmarketplace.service.gov.uk/)
DPA 2018	Data Protection Act 2018.
Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') which implements the Acquired Rights Directive.
End	Means to terminate; and Ended and Ending are construed accordingly.

Environmental Information Regulations or EIR	The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department about the regulations.
Equipment	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.
ESI Reference Number	The 14 digit ESI reference number from the summary of the outcome screen of the ESI tool.
Employment Status Indicator test tool or ESI tool	The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here: https://www.gov.uk/guidance/check-employment-status-for-tax
Expiry Date	The expiry date of this Call-Off Contract in the Order Form.
Force Majeure	<p>A force Majeure event means anything affecting either Party's performance of their obligations arising from any:</p> <ul style="list-style-type: none"> • acts, events or omissions beyond the reasonable control of the affected Party • riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare • acts of government, local government or Regulatory Bodies • fire, flood or disaster and any failure or shortage of power or fuel • industrial dispute affecting a third party for which a substitute third party isn't reasonably available <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> • any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain • any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure • the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into • any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans
Former Supplier	A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also

	includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).
Framework Agreement	The clauses of framework agreement RM1557.12 together with the Framework Schedules.
Fraud	Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.
Freedom of Information Act or FoIA	The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to the legislation.
G-Cloud Services	The cloud services described in Framework Agreement Section 2 (Services Offered) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.
GDPR	General Data Protection Regulation (Regulation (EU) 2016/679)
Good Industry Practice	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.
Government Procurement Card	The government's preferred method of purchasing and payment for low value goods or services.
Guarantee	The guarantee described in Schedule 5.
Guidance	Any current UK government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK government guidance and the Crown Commercial Service guidance, current UK government guidance will take precedence.

Implementation Plan	The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding.
Indicative test	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
Information	Has the meaning given under section 84 of the Freedom of Information Act 2000.
Information security management system	The information security management system and process developed by the Supplier in accordance with clause 16.1.
Inside IR35	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
Insolvency event	<p>Can be:</p> <ul style="list-style-type: none"> • a voluntary arrangement • a winding-up petition • the appointment of a receiver or administrator • an unresolved statutory demand • a Schedule A1 moratorium
Intellectual Property Rights or IPR	<p>Intellectual Property Rights are:</p> <ul style="list-style-type: none"> • copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information • applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction • all other rights having equivalent or similar effect in any country or jurisdiction
Intermediary	<p>For the purposes of the IR35 rules an intermediary can be:</p> <ul style="list-style-type: none"> • the supplier's own limited company • a service or a personal service company • a partnership <p>It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).</p>

IPR claim	As set out in clause 11.5.
IR35	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.
IR35 assessment	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.
Know-How	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or CCS's possession before the Start date.
Law	Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply.
LED	Law Enforcement Directive (EU) 2016/680.
Loss	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and ' Losses ' will be interpreted accordingly.
Lot	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
Malicious Software	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
Management Charge	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.

Management Information	The management information specified in Framework Agreement section 6 (What you report to CCS).
Material Breach	Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.
Ministry of Justice Code	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.
New Fair Deal	The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.
Order	An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes.
Order Form	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
Ordered G-Cloud Services	G-Cloud Services which are the subject of an order by the Buyer.
Outside IR35	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
Party	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
Personal Data	Takes the meaning given in the GDPR.
Personal Data Breach	Takes the meaning given in the GDPR.
Processing	Takes the meaning given in the GDPR.
Processor	Takes the meaning given in the GDPR.

Prohibited act	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> • induce that person to perform improperly a relevant function or activity • reward that person for improper performance of a relevant function or activity • commit any offence: <ul style="list-style-type: none"> ○ under the Bribery Act 2010 ○ under legislation creating offences concerning Fraud ○ at common Law concerning Fraud ○ committing or attempting or conspiring to commit Fraud
Project Specific IPRs	Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs.
Property	Assets and property including technical infrastructure, IPRs and equipment.
Protective Measures	Appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
PSN or Public Services Network	The Public Services Network (PSN) is the government's high-performance network which helps public sector organisations work together, reduce duplication and share resources.
Regulatory body or bodies	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.
Relevant person	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.
Relevant Transfer	A transfer of employment to which the employment regulations applies.

Replacement Services	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.
Replacement supplier	Any third-party service provider of replacement services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
Security management plan	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.
Services	The services ordered by the Buyer as set out in the Order Form.
Service data	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data.
Service definition(s)	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Section 2 (Services Offered) of the Framework Agreement.
Service description	The description of the Supplier service offering as published on the Digital Marketplace.
Service Personal Data	The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract.
Spend controls	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service
Start date	The Start date of this Call-Off Contract as set out in the Order Form.
Subcontract	Any contract or agreement or proposed agreement between the Supplier and a subcontractor in which the subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the G-Cloud Services or any part thereof.

Subcontractor	Any third party engaged by the Supplier under a subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services.
Subprocessor	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
Supplier	The person, firm or company identified in the Order Form.
Supplier Representative	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.
Supplier staff	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Call-Off Contract.
Supplier terms	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.
Term	The term of this Call-Off Contract as set out in the Order Form.
Variation	This has the meaning given to it in clause 32 (Variation process).
Working Days	Any day other than a Saturday, Sunday or public holiday in England and Wales.
Year	A contract year.

Schedule 7: GDPR Information

This schedule reproduces the annexes to the GDPR schedule contained within the Framework Agreement and incorporated into this Call-off Contract.

Annex 1: Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Buyer at its absolute discretion.

- 1.1 The contact details of the Buyer's Data Protection Officer are: **dpo@nice.org.uk**
- 1.2 The contact details of the Supplier's Data Protection Officer are: [REDACTED]
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Descriptions	Details
Identity of Controller for each Category of Personal Data	<p>The Buyer (NICE) is Controller and the Supplier (LittleFish) is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2-15 Framework Agreement Schedule 4 (Where the Party is a Controller and the other Party is Processor) and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none">• All personal or special category data held within NICE systems. Inclusive of commercial in confidence information and corporate sensitive data.
Duration of the Processing	Up to 7 years after the expiry or termination of the Call-Off Contract
Nature and purposes of the Processing	<p>To facilitate the fulfilment of the Supplier's obligations arising under this Call off Contract including:</p> <ol style="list-style-type: none">i. Provision of Services outlined in Schedule 1ii. Ensuring effective communication between the Supplier and NICE
Type of Personal Data	Includes:

	<ul style="list-style-type: none"> i. Name, job title, email address, business address, telephone number ii. Contact details of, and communications with, NICE staff concerned with the provision of the specification. iii. All other information deemed as personal or special category data.
Categories of Data Subject	<p>Includes:</p> <ul style="list-style-type: none"> i. Staff (including volunteers, agents, and temporary workers) ii. External stakeholders
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	<p>All relevant data to be deleted 7 years after the expiry or termination of this Framework Contract unless longer retention is required by Law. Notification of deletion of data must be provided to NICE at time of deletion.</p>

Annex 2: Joint Controller Agreement

Not used

